

## Case Summary

2022 CV 00910 - ADVANCED RETAIL CONSTRUCTION INC vs. PIPE IT UP LLC et al.

Case Type: Other Civil Case Status: ACTIVE

File Date: 08/12/2022

## Case Parties

Party Name	Role Type
ADVANCED RETAIL CONSTRUCTION INC	Prim. PLAINTIFF since 08/12/2022
JOHN DOES NO. 1 - 5	DEFENDANT since 08/12/2022
LIBERTY MUTUAL INSURANCE COMPANY	DEFENDANT since 08/12/2022
MATTHEW S BROWN	ATTORNEY since 08/12/2022 representin
OHIO SECURITY INSURANCE COMPANY	DEFENDANT since 08/12/2022
PIPE IT UP LLC	Prim. DEFENDANT since 08/12/2022
THOMAS M MARCELAIN	JUDGE since 08/12/2022

Parties associated to case

## Party Attorneys

Attorney ↕	Representing ↕	Since ↕
MATTHEW S BROWN	ADVANCED RETAIL CONSTRUCTION INC	08/12/2022

Party attorney representation

## Party Charges

Date	Charge	Degree of Offense	Charge Lang
No records found.			

Charges associated to case parties

## Scheduled Events

Date ▲	Time ↕	Event Type ↕
No records found.		

Case Scheduled Events

## Service

Service Issued ↕	Method ↕	Address ↕	Issued By ↕	Status ↕	Service Date ↕	Tracking No ↕
To PIPE IT UP LLC: SUMMONS 4501-5721193	CERTIFIED MAIL	C/O RASHAD GORDON, STATUTORY AGENT 4244 S HALIFAX WAY AURORA CO 80013	MATTHEW S BROWN	Issued		921489019
To OHIO SECURITY INSURANCE COMPANY: SUMMONS 4501-5721194	CERTIFIED MAIL	C/O CORPORATION SERVICE COMPANY, STATUTORY AGENT 3366 RIVERSIDE DRIVE COLUMBUS OH 43221	MATTHEW S BROWN	DELIVERED	08/17/2022	921489019

Service Issued ↕	Method ↕	Address ↕	Issued By ↕	Status ↕	Service Date ↕	Tracking No ↕
TO LIBERTY MUTUAL INSURANCE COMPANY: SUMMONS 4501-5721195	CERTIFIED MAIL	C/O CORPORATION SERVICE COMPANY, STATUTORY AGENT 3366 RIVERSIDE DRIVE COLUMBUS OH 43221	MATTHEW S BROWN	DELIVERED	08/17/2022	921489019

Document Service for case.

## Financials

Document Date ▲	Document Id ↕	Document Name ↕	Party Name ↕	Cost Assessed ↕	Amount Remaining ↕	Payment Option
No records found.						

New Financial Section End

Document filed for case and case docket.

Display/All

Scroll Down to Load More documents/dockets

**Date Received:** 08/23/2022 **Description:** RETURN OF SERVICE - DELIVERED**Text:** RETURN OF SERVICE - DELIVERED - CERTIFIED MAIL service to LIBERTY MUTUAL INSURANCE COMPANY served at C/O CORPORATION SERVICE COMPANY, STATUTORY AGENT, 3366 RIVERSIDE DRIVE, COLUMBUS OH 43221 on 08/17/2022 received by SIGNATURE ILLEGIBLE**Date Received:** 08/23/2022 **Description:** RETURN OF SERVICE - DELIVERED**Text:** RETURN OF SERVICE - DELIVERED - CERTIFIED MAIL service to OHIO SECURITY INSURANCE COMPANY served at C/O CORPORATION SERVICE COMPANY, STATUTORY AGENT, 3366 RIVERSIDE DRIVE, COLUMBUS OH 43221 on 08/17/2022 received by SIGNATURE ILLEGIBLE**Date Received:** 08/12/2022 **Description:** Cashier Receipt + Deposit**Text:****Date Received:** 08/12/2022 **Description:** POSTAGE**Text:****Date Received:** 08/12/2022 **Description:** SUMMONS**Text:** SUMMONS by CERTIFIED MAIL sent to LIBERTY MUTUAL INSURANCE COMPANY at C/O CORPORATION SERVICE COMPANY, STATUTORY AGENT, 3366 RIVERSIDE DRIVE, COLUMBUS OH 43221**Date Received:** 08/12/2022 **Description:** SUMMONS**Text:** SUMMONS by CERTIFIED MAIL sent to OHIO SECURITY INSURANCE COMPANY at C/O CORPORATION SERVICE COMPANY, STATUTORY AGENT, 3366 RIVERSIDE DRIVE, COLUMBUS OH 43221**Date Received:** 08/12/2022 **Description:** SUMMONS**Text:** SUMMONS by CERTIFIED MAIL sent to PIPE IT UP LLC at C/O RASHAD GORDON, STATUTORY AGENT, 4244 S HALIFAX WAY, AURORA CO 80013**Date Received:** 08/12/2022 **Description:** OTHER CIVIL - AH**Text:**

Document filed for case and case docket.

OLIVIA C. PARKINSON  
CLERK OF COURTS  
1 COURTHOUSE SQUARE  
2<sup>ND</sup> FLOOR  
NEWARK, OH 43055

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USPS CERTIFIED MAIL



9214 8901 9403 8300 0086 2105 14

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2022 CV 00910/ 4214623  
OHIO SECURITY INSURANCE  
COMPANY  
C/O CORPORATION SERVICE  
COMPANY, STATUTORY AGENT  
3366 RIVERSIDE DRIVE  
COLUMBUS OH 43221

**LICKING COUNTY COMMON PLEAS COURT**  
1 COURTHOUSE SQUARE, 2<sup>ND</sup> FLOOR  
NEWARK, OH 43055

CLERK COMMON  
PLEAS COURT  
LICKING CO. OHIO

**SUMMONS**

**2022 AUG 12 PM 2: 17**

**OLIVIA C. PARKINSON  
CLERK**

ADVANCED RETAIL CONSTRUCTION INC  
PLAINTIFF (S)

-VS

NO. 2022 CV 00910 / 4214623

PIPE IT UP LLC et al.  
DEFENDANT (S)

TO THE FOLLOWING NAMED DEFENDANT:

**OHIO SECURITY INSURANCE COMPANY  
C/O CORPORATION SERVICE COMPANY, STATUTORY AGENT  
3366 RIVERSIDE DRIVE  
COLUMBUS OH 43221**

YOU HAVE BEEN NAMED DEFENDANT IN A COMPLAINT FILED IN LICKING COUNTY COURT OF COMMON PLEAS,  
LICKING COUNTY COURTHOUSE, NEWARK, OHIO BY:

ADVANCED RETAIL CONSTRUCTION INC  
P.O. BOX 368  
NEWARK, OH 43058

PLAINTIFF(S). A COPY OF THE COMPLAINT IS ATTACHED HERETO. THE NAME AND ADDRESS OF THE  
PLAINTIFF'S ATTORNEY IS

**MATTHEW S BROWN  
CARLILE PATCHEN & MURPHY LLP  
950 GOODALE BOULEVARD, SUITE 200  
COLUMBUS OH 43212**

YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON THE PLAINTIFF'S ATTORNEY OR UPON THE  
PLAINTIFF, IF HE HAS NO ATTORNEY OF RECORD, A COPY OF AN ANSWER TO THE COMPLAINT WITHIN TWENTY-  
EIGHT DAYS AFTER SERVICE OF THIS SUMMONS ON YOU, EXCLUSIVE OF THE DAY OF SERVICE. YOUR ANSWER  
MUST BE FILED WITH THE COURT WITHIN THREE DAYS AFTER THE SERVICE OF A COPY OF THE ANSWER ON THE  
PLAINTIFF'S ATTORNEY.

IF YOU FAIL TO APPEAR AND DEFEND, JUDGMENT BY DEFAULT WILL BE RENDERED AGAINST YOU FOR THE  
RELIEF DEMANDED IN THE COMPLAINT.

OLIVIA C. PARKINSON, CLERK  
COURT OF COMMON PLEAS  
LICKING COUNTY, OHIO

BY  DEPUTY

**YOU MAY BE ELIGIBLE FOR FREE LEGAL ASSISTANCE.**

**SOUTHEASTERN OHIO LEGAL SERVICES CAN BE REACHED AT 888-831-9412.**

CLERK COMMON  
PLEAS COURT  
LICKING CO. OHIO

2022 AUG 12 PM 12:04

OLIVIA C. PARKINSON  
CLERK

IN THE COURT OF COMMON PLEAS FOR LICKING COUNTY, OHIO  
CIVIL DIVISION

ADVANCED RETAIL CONSTRUCTION, INC. : CASE NO.  
P.O. Box 368 :  
Newark, Ohio 43058 : JUDGE

*Plaintiff,*

v.

PIPE IT UP, LLC :  
c/o Rashad Gordon, Statutory Agent :  
4244 S. Halifax Way :  
Aurora, Colorado 80013 :

And :

LIBERTY MUTUAL INSURANCE COMPANY :  
c/o Corporation Service Company, Statutory Agent :  
3366 Riverside Drive :  
Columbus, Ohio 43221 :

And :

OHIO SECURITY INSURANCE COMPANY :  
c/o Corporation Service Company, Statutory Agent :  
3366 Riverside Drive :  
Columbus, Ohio 43221 :

And :

John Does No. 1 - 5 :

**JURY DEMAND ENDORSED HEREON**

*Defendants.*

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COMPLAINT FOR DAMAGES

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NOW COMES Plaintiff Advanced Retail Construction, Inc. ("Advanced"), by and through undersigned counsel, and files this Complaint for Damages against Pipe It Up, LLC ("Pipe It Up"), Liberty Mutual Insurance Company ("Liberty Mutual"), Ohio Security Insurance Company ("Ohio Security") and John Does number 1 – 5 (collectively, the "Defendants") for Negligence (against Pipe

It Up), Breach of Contract (against Pipe It Up, Liberty Mutual, and Ohio Security), and Declaratory Judgment (against Liberty Mutual and Ohio Security). For its Complaint against Defendants Advanced states, alleges, and avers:

**STATEMENT OF THE PARTIES**

1. Plaintiff is an Ohio Limited Liability Company doing business in Ohio with its principal place of business in Newark, Ohio 43058.
2. Defendant Pipe it Up LLC is a Colorado Limited Liability Company with a principal place of business at 480 S. Holly Street, Aurora, Colorado 80013. Pipe It Up does business with Advanced in Ohio and entered into the contract at issue herein that contains a forum selection clause providing that this matter is to be adjudicated in Ohio.
3. Defendant Liberty Mutual Insurance Company is a Massachusetts Corporation doing business in Ohio with a principal place of business at 175 Berkley Street, Boston, Massachusetts 02116. Liberty Mutual and/or Ohio Security provided a policy of insurance to Advanced that is at issue herein.
4. Defendant Ohio Security Insurance Company is an Ohio Corporation doing business in Ohio with its principal place of business at 9450 Seward Road, Fairfield, Ohio 45014. Liberty Mutual and/or Ohio Security provided a policy of insurance to Advanced that is at issue herein.
5. John Does number 1 – 5 are intended to be any and all individuals and/or entities who are liable to plaintiff for the injuries and damages suffered which is the subject of this action. The names and addresses of John Does 1-5 are unknown, and despite a good faith effort being made by the plaintiff and its attorneys, the names and addresses of John Does 1-10 could not be ascertained prior to the preparation and filing of this Complain

**STATEMENT OF JURISDICTION**

6. Pipe It Up is subject to the jurisdiction of the courts of Ohio as it transacts business with Advanced in Ohio and entered into an agreement with Advanced that provides that disputes arising from the

agreement are subject to adjudication in Ohio. Venue is conferred upon this Court pursuant to Civil Rule 3(C)(7) and/or (12) as Advanced has its place of business in Licking County, Ohio and Pipe It Up is subject to service of process pursuant to Civ. R. 4.3(1), (2), and/or (5).

7. Liberty Mutual and Ohio Security are subject to the jurisdiction of the courts of Ohio and venue is conferred upon this Court pursuant to Civil Rule 3(C)(3), (6), and/or (7) as Liberty Mutual and Ohio Security provided insurance coverage for Advanced's business located in Licking County, Ohio.
8. The amount in controversy exceeds \$25,000.

**STATEMENT OF FACTS COMMON TO ALL CLAIMS**

9. Advanced has its principal place of business in Newark, Ohio and entered into an agreement with Tempur Retail Stores, LLC ("Tempur-Pedic") for the purpose of building out or otherwise renovating certain retail space owned or leased by Tempur-Pedic throughout the United States.
10. In or about August 2020, Advanced and Tempur-Pedic entered into an agreement for Advanced to complete the build-out construction of Tempur-Pedic's retail space located in Colorado.
11. Part of the build-out to be completed by Advanced included certain plumbing work within the Tempur-Pedic space. Advanced entered into a sub-contract agreement with Pipe It Up for the performance of the plumbing work ("Agreement"). A true and accurate copy of the Agreement is attached as Exhibit A.
12. On or about August 18, 2020, Pipe It Up was performing work at the Tempur-Pedic site and negligently operated a scissor-lift causing it to strike an existing sprinkler system.
13. As a result of striking the sprinkler system, water caused damage throughout the Tempur-Pedic space. Part of the space that was impacted by the water included the flooring within the Tempur-Pedic space.

14. Following the water damage, remediation efforts were undertaken immediately to mitigate any damages. The mitigation efforts including drying the flooring, which at the time appeared to have been successful.
15. In or about August 2021, Advanced received information that the flooring at the Tempur-Pedic store was showing signs of damage.
16. Advanced hired a third-party expert, All Flooring Inspections, to determine the cause of the damage to the Tempur-Pedic flooring (the "Damage Report"). A true and accurate copy of the Damage Report is attached as Exhibit B.
17. The Damage Report reached the conclusion that "[t]he concerns with the flooring are due to the original water intrusion damage and a sudden change in board moisture content." Exhibit B, p. 6.
18. The Damage Report also opined that the flooring damage was not the result of improper installation or a manufacturing defect. Exhibit B, p. 6.
19. Advanced reported the flooring damage to Pipe It Up and Liberty Mutual/Ohio Security for indemnification.
20. Pipe It Up disclaimed all liability on the basis that Macerich (and unrelated third party) allegedly signed a release agreement for any damage caused by Pipe It Up. Such alleged release does not absolve Pipe It Up of liability for damage caused to Tempur-Pedic's space for which Advanced, and ultimately Pipe It Up, is liable to repair due to Pipe It Up's negligence.
21. Liberty Mutual and/or Ohio Security neither accepted coverage nor denied coverage for the damaged flooring. Instead, Liberty Mutual/Ohio Security made various attempts to engage Pipe It Up's insurer to indemnify Advanced for the cost to repair the flooring.
22. To fulfill its obligations to Tempur-Pedic to remediate any damage caused by Advanced or its sub-contractors, Advanced replaced the damaged flooring. The cost to repair the water damaged floor was \$186,560.00. a true and accurate copy of the invoice to repair the flooring is attached as Exhibit C.



**COUNT I: NEGLIGENCE**

23. Advanced incorporates and restates the above paragraphs as if fully rewritten herein.
24. On or about August 18, 2020, Pipe It Up was performing work, by and through its employees or representatives, at the Tempur-Pedic site and negligently operated a scissor-lift causing it to strike an existing sprinkler system.
25. As a result of the negligent operation of the equipment, water escaped from the existing sprinkler line causing damage to the Tempur-Pedic store.
26. The damage extended to the floor, which Advanced attempted to mitigate from further damage.
27. The damage to the flooring manifested itself approximately one year later as reflected in the Damage Report.
28. Advanced replaced the flooring and incurred damages of \$186,560.00 to do so.
29. As a direct, foreseeable, and proximate result of Defendants' Negligence, Plaintiff has sustained harm, injuries and damages in the amount of \$186,560.00.

**COUNT II: BREACH OF CONTRACT (PIPE IT UP)**

30. Advanced incorporates and restates the above paragraphs as if fully rewritten herein.
31. In or about August, 2020, Advanced entered into a Contract with Pipe It Up for certain plumbing work to be performed by Pipe It Up at the Tempur-Pedic store in Colorado.
32. As an alternative form of relief from the negligence count set forth above, Pipe It Up breached the contract by failing to install the flooring in a workmanlike manner.
33. As a result of the failure to properly install the flooring in the Tempur-Pedic store, Pipe It Up breached the contract.
34. As a result of Pipe It Up's breach of contract it is liable to Advanced for the costs Advanced incurred in replacing the flooring.
35. As a direct, foreseeable, and proximate result of Defendants' Breach of contract, Plaintiff has sustained harm, injuries and damages in the amount of \$186,560.00.

**COUNT III: BREACH OF CONTRACT (LIBERTY MUTUAL/ OHIO SECURITY)**

36. Advanced incorporates and restates the above paragraphs as if fully rewritten herein.
37. Advanced purchased a policy of insurance whereby Liberty Mutual/Ohio Security promised to indemnify Advanced for liability caused by the negligence of Advanced and/or the acts of Advanced's subcontractors that caused damage.
38. Advanced fulfilled their obligations under the contract by timely paying premiums owed and satisfying all conditions necessary for coverage and to file this lawsuit against Liberty Mutual/Ohio Security.
39. The losses suffered by Advanced are covered losses. There are no exclusions that apply that would deny it coverage for its loss.
40. Liberty Mutual/Ohio Security breached the contract by not indemnifying Advanced for the damage to the floor at the Tempur-Pedic store.
41. As a direct, foreseeable, and proximate result of Liberty Mutual's/Ohio Security's breach of contract, Advanced as suffered damages in the amount of \$186,560.00.

**COUNT IV: DECLARATORY JUDGMENT (LIBERTY MUTUAL/ OHIO SECURITY)**

42. Advanced incorporates and restates the above paragraphs as if fully rewritten herein.
43. Advanced purchased a policy of insurance from Liberty Mutual/Ohio Security that insured Advanced for damages it was liable for arising from Advanced's negligence and/or the acts of Advanced's subcontractors that caused damage.
44. As a result of any alleged negligence made against Advanced and/or the acts of Advanced subcontractor that caused damage, the policy provides coverage to indemnify Advanced for damage caused by such acts.
45. Liberty Mutual/Ohio Security has not denied coverage for the claim. Yet, Liberty Mutual/Ohio Security has not indemnified Advanced for the claim.

46. The following provisions provide that the loss caused by the acts of the subcontractor is covered by the Policy (bolding present in original document) (A true and accurate copy of the Insurance Policy is attached as Exhibit D):

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**\* \* \***

**Section I — COVERAGES**

**Coverage A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:
  - (1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

Policy, attached as Exhibit D.

47. In failing to provide coverage for the damaged to the flooring in the Tempur-Pedic store, Liberty Mutual/Ohio Security has failed to uphold their terms of the Policy agreement it entered with Advanced.
48. Accordingly, Advanced is entitled to declaratory judgment establishing that the Policy provides coverage applicable to the claim and that no exclusions apply that would deny Advanced coverage under the policy.

**WHEREFORE**, Advanced Retail Construction, Inc. demands judgment against Pipe It Up, LLC, Liberty Mutual Insurance Company, and Ohio Security Insurance Company for the following relief:

A. Regarding Count One: judgment in favor of Advanced and against Pipe It Up, LLC for damages in the amount of \$186,560.00, plus interest at the statutory rate of interest, with the exact amount to be determined at trial;

B. Regarding Count Two: judgment in favor of Advanced and against Pipe It Up, LLC for damages in the amount of \$186,560.00, plus interest at the statutory rate of interest, with the exact amount to be determined at trial;

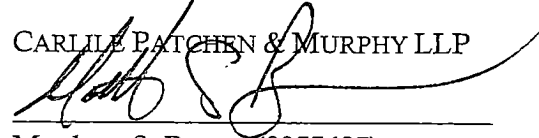
C. Regarding Count Three: judgment in favor of Advanced and against Liberty Mutual Insurance Company and/or Ohio Security Insurance Company for damages in the amount of \$186,560.00, plus interest at the statutory rate of interest, with the exact amount to be determined at trial;

D. Regarding Count Four: declaratory judgment in favor of Advanced and against Liberty Mutual Insurance Company and/or Ohio Security Insurance Company as described herein.

E. Such other legal and equitable relief to which Advanced may be entitled in law or in equity, including, but not limited to, costs of the action and attorney's' fees in an amount to be determined.

Respectfully submitted,

CARLILE PATCHEN & MURPHY LLP



Matthew S. Brown (0077687)

Bryan M. Pritikin (0084933)

Carlile Patchen & Murphy LLP

950 Goodale Boulevard, Suite 200

Columbus, Ohio 43212

Phone: (614) 228-6135

Fax: (614) 221-0216

Email: [mbrown@cpmlaw.com](mailto:mbrown@cpmlaw.com)

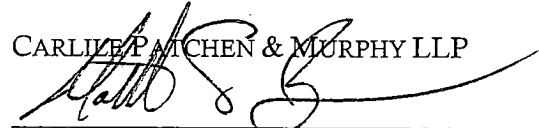
Email: [bpritikin@cpmlaw.com](mailto:bpritikin@cpmlaw.com)

*Attorneys for Plaintiff Advanced Retail  
Construction, Inc.*

**JURY DEMAND**

Plaintiff hereby requests a trial by jury as to all triable issues contained herein.

CARLILE PATCHEN & MURPHY LLP



Matthew S. Brown (0077687)

*Attorneys for Plaintiff Advanced Retail  
Construction, Inc.*

PRAECIPE

TO THE CLERK:

Please issue summons for service upon Defendants listed in the caption of this Complaint together with a copy of the Complaint and all supporting exhibits, by Certified Mail, return receipt requested.

CARLILE PATCHEN & MURPHY LLP

A handwritten signature in black ink, appearing to read 'Matt S. Brown', is written over a horizontal line.

Matthew S. Brown (0077687)

*Attorneys for Plaintiff Advanced Retail  
Construction, Inc.*

# EXHIBIT A

**ADVANCED RETAIL CONSTRUCTION, INC.**

PO Box 368, Newark, OH 43058

Phone: 740-975-8028

**CONTRACT****No.** 8

**TO:** Pipe It Up Plumbing Services  
18121 E. Hampden Avenue, Unit C-115  
Aurora, CO 80013  
720-361-0200  
Attention: Rashad Gordon  
[pipeituptoday@gmail.com](mailto:pipeituptoday@gmail.com)

**DATE:** August 3, 2020  
**PROJECT:** 2027-TP  
**JOB:** Tempur-Pedic  
Flat Iron Crossing Shopping Center

**WORK AT**

Tempur-Pedic  
Flat Iron Crossing Shopping Center  
1 West Flat Iron Crossing, Suite 2280  
Broomfield, CO 80021

**BILL TO**

Advanced Retail Construction, Inc.  
PO Box 368  
Newark, OH 43058  
[heidi@advancedretailconst.com](mailto:heidi@advancedretailconst.com)

**Contract Documents:** Providing work complete in strict accordance with the contract documents as follows: 1A.1.1, 1A.1.2, 1A.1.3, 1A.1.4, 1A.1.5, 1A.2.1, 1A.2.2, 1A.3.1, 1A.3.2, 1A.4.1, 1A.5.1, 1A.6.1, 1A.7.1, 1A.7.2, 1A.8.1, 1A.8.2, 1A.8.3, 1A.8.4, 1A.8.5, M0.1, M0.2, M1.1, E0.1, E0.2, E0.3, E1.1, E1.2, E1.3, P.01, P.02, P1.1 and P1.2 "City Permitting Package-Permit Submittal" dated 4/23/20 as prepared by Lawrence Group.

**Scope:** Supply all labor, material and equipment to complete the plumbing scope of work as per the above referenced specifications and per the direction of ARC Site Superintendent, including but not limited to the following:

Plumbing work complete as per drawing including all piping, venting, permits, fixtures and clean up.

Order all lead time items upon receipt of this contract.

All work to be completed in accordance with mall management guidelines and per local code.

Hard Hats, Safety Goggles, and Steel Toe Boots must be worn on site at all times as per OSHA Standards.

Remove all associated trash and debris to supplied dumpster.

*All Change Order Requests field tickets must be sent to [heidi@advancedretailconst.com](mailto:heidi@advancedretailconst.com) for approval prior to performing work. Do not proceed with additional work without a formal change order issued by ARC, Inc. Unless there is a formal change order issued by ARC, Inc., payment will not be remitted.*

Provide General Liability and Workers Compensation Insurance Certificate listing Advanced Retail Construction, Inc. as the certificate holder as well as the additional insured. Insurance Certificates must be site specific and list the project location in the description box.

Provide one year written warranty on Subcontractor's Underhead for all supplied parts and labor.

Provide Electronic Copy of Operation and Maintenance Manual for all supplied parts and equipment.

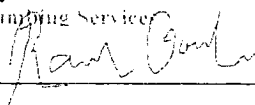
Price includes tax, any necessary local permit and fees.

**Dates:** Work shall commence on July 27, 2020 and shall be complete by August 24, 2020.

**Payment Terms:** 90% net 30 days from completion. 10% net 30 days from completion of punch list and receipt of all paperwork, including the Final Waiver of Lien.

**Total Contract Price:****\$17,555.00****Contracted By:**

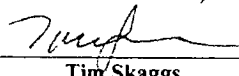
Pipe It Up Plumbing Services

**Signed:****Date:**

8/3/2020

**Contracted By:**

Advanced Retail Construction, Inc.

**Signed:**

Tim Skaggs

**Date:**

8/4/2020

**EXHIBIT****A**

tabbles



**TERMS AND CONDITIONS OF SUBCONTRACT**

Upon acceptance by subcontractor, the drawings, specifications, terms and conditions set forth in this Subcontractor Commitment constitute a subcontract and the entire agreement between the subcontractor and Advanced Retail Construction, Inc. as contractor. No other documents unless specifically outlined on page one of this document are binding to this contractual agreement.

**I. Statement of the Work** - A) Subcontractor agrees to furnish and pay for all materials, tools, supplies, equipment, engineering, testing, management, supervision, labor and any other act or service necessary to diligently and fully perform and complete the work specified on the face of this Subcontract Purchase Order and any sheets attached hereto. B) Subcontractor acknowledges that it is familiar with all conditions relating to the work and the site and with all other matters and conditions which would affect the performance of this Subcontract and Subcontractor assumes all risks with regard thereto. C) Commencement of work by Subcontractor shall be acknowledgement that all plans, specifications and other documents relating to project are sufficient for completion within the time frame established by the subcontract. D) Subcontractor agrees to submit prior to commencement of work, two copies of this signed agreement, certificate of insurance, tax identification forms, permits or other required jurisdictional approvals, copies of trade licenses if required, and shop drawings. E) Subcontractor shall at all times do all things necessary to safeguard the public and all persons on or about the jobsite and shall protect the work and all materials, supplies, equipment and property from damage or loss and shall replace or repair any damage or loss caused by subcontractor, its employees or sub-subcontractors. F) Subcontractor shall at all times keep the jobsite free from waste material and rubbish and upon completion of the work leave the jobsite in a clean and workmanlike condition. If the subcontractor fails to comply with this provision, the contractor shall have the right to proceed with any necessary cleaning and protection; Subcontractor shall repay to the Contractor the actual cost of such work plus a reasonable percentage to cover Contractor's supervision, insurance, tax and overhead.

**II. Contract Price & Payment** - A) Contractor shall pay to Subcontractor for complete performance of this Subcontract and for work the amount specified on the first page of this Subcontract PO provided Subcontractor's general performance is satisfactory to the Contractor and Subcontractor is in full compliance with each and every provision of the Subcontract. B) Contractor shall pay Subcontractor the contract price in an amount equal to ninety percent of the contract amount and paid to Contractor by Owner within thirty days after receipt thereof from Owner, and ten percent of the contract amount and paid to Contractor by Owner upon acceptance of the work by Contractor and Owner with receipt of any and all paperwork as required by this Subcontract, net thirty days. Subcontractor agrees, as a condition precedent to payment hereunder to furnish Contractor with such partial and/or final releases and/or waiver of liens as the Contractor, Owner or Owner's lender may request. C) Subcontractor recognizes that payment from Owner to the Contractor for the Subcontractor's labor and materials is a condition precedent to payment from the Contractor to the Subcontractor. By entering into the Subcontract, Subcontractor agrees to bear the risk of non-payment by owner. D) Copies of inspection reports and jurisdictional approvals, certifications, balance reports, warranties for material, equipment and workmanship must be received prior to release of final payment. E) Subcontractor shall pay all sales, use and other taxes levied by any government authority on any materials, supplies or equipment for use in completion of work and the same shall be deemed to be included in the contract price and Subcontractor shall not be entitled to any payment from Contractor on account thereof. F) Notwithstanding anything to the contrary contained in this Subcontract, and without any limitation as to time, Contractor shall not be obligated to make payments to Subcontractor under the Subcontract. 1) When the Subcontractor is or with reasonable probability (as determined by Contractor) may become unable to comply with or completely perform the Subcontract. 2) Whenever the Contractor, in his sole discretion, shall determine that the Project is being delayed or is in danger of being delayed by the subcontractor or C) When the Subcontractor's work has been rejected or is of unacceptable quality, pending satisfactory correction, replacement and/or restoration of deficient work, materials, supplies or of any work rejected as not conforming to the Subcontract.

**III. Time of Performance** - A) Time is of the essence. Subcontractor agrees to complete this entire Subcontract and provide the necessary workforce to do said project within the schedule established on Page 1 of contract. B) In the event of any failure of Subcontractor to complete its work within the required time, Subcontractor is solely responsible for such expense and Subcontractor hereby agrees to reimburse Contractor for any and all actual and/or liquidated damages that may be assessed against the Contractor by the Owner, which are directly or indirectly attributable to or caused by Subcontractor. Subcontractor also agrees to pay to the Contractor such damages as the Contractor may sustain by reason of delay, directly or indirectly, attributable to or caused by the Subcontractor, including but not limited to, recovery of Contractor's overhead, and expense related to the managing and supervising of the prime Contract Work. C) In the event Subcontractor's performance of the Subcontract is delayed or interfered with by acts of the Owner, Contractor or other subcontractors, Subcontractor may submit to the contractor a written request for an extension of time for the performance of the same. No extension of time will be allowed unless contractor has received a comparable extension from the owner. Provided an extension of time is granted, this shall be Subcontractor's sole remedy for any delay. Subcontractor shall not be entitled to any monetary damages for delays on the project. D) In the event that overtime becomes necessary to complete the Subcontract, Subcontractor is solely responsible for such expense unless Subcontractor receives written authorization from Superintendent responsible for this work for payment of overtime as an extra.

**IV. Changes in Work, Extra Work & Charged Conditions** - A) Contractor may at any time, by written order, make changes in the work herein contracted for and Subcontractor shall proceed with the work as directed. If said changes cause an increase or a decrease in the cost of performance or in the time required for performance an equitable adjustment shall be made and the subcontractor shall be modified in writing. B) If the Subcontractor encounters any condition whatsoever upon which he may base a claim for extra work, extra compensation, or any other type of claim, it shall be his duty to give written notice to Contractor prior to commencing any work involving said condition in order to allow the Contractor to inspect said condition and to take such steps as Contractor deems necessary. Written approval by the Superintendent responsible for this work is required before commencing any work involving said condition. In the absence of such notice to the Contractor, Subcontractor shall be fully liable for any and all expense, loss or damage resulting from said condition.

**V. Warranties & Inspection** - A) Subcontractor warrants all work and materials will be represented, will conform with plans and specifications, will be free from any and all defects, will be fit and suitable for the intended purposes, and will comply with the requirement of this Subcontract. B) Subcontractor expressly agrees to guarantee the work for a period of one year from the date of completion of the work and will be solely responsible for correction any portion of the work that fails during that period.

**VI. Laws, Regulations & Taxes** - A) Subcontractor shall, at its own expense, obtain and maintain in force all licenses and permits and shall pay all permit and inspection fees necessary to permit Subcontractor to perform and complete the work. B) Subcontractor shall comply with all laws, ordinances and regulations of all public authorities having jurisdiction thereof. Contractor shall comply with all applicable building codes, zoning laws, and fire regulations, all applicable provisions of the Fair Labor Standards Act, and all applicable provisions of any laws or regulations pertaining to payment of prevailing wage rates in connection with the work. C) Subcontractor shall pay all payrolls, social security, unemployment, withholding and any other taxes in connection with the completion of the work. Subcontractor shall also pay any and all benefit contributions required. Subcontractor shall indemnify and hold harmless Contractor and Owner, its successors and assigns, from all claims, liabilities, costs and expense whatsoever on account of such taxes, contributions, reports and returns.

**VII. Insurance** - Subcontractor shall obtain and maintain in effect liability insurance for the benefit of Contractor, Subcontractor and Owner. If no other coverage is required, Subcontractor shall maintain in effect liability insurance with insurance limits of not less than the following: A) Workers Compensation insurance \$500,000 per accident, \$500,000 policy limit, \$1,000,000 each employee or as required by law; Contractor's Public Liability insurance with limits of \$1,000,000, property damage insurance with limits of \$1,000,000; Motor vehicle liability insurance with limits of \$250,000 and \$500,000 and \$1,000,000 of bodily injury. The following endorsements must also be listed on the insurance policy or certificate of insurance. Additional Insured - Designated Person or Organization, Waiver of Transfer Rights of Recovery Against others, Advanced Retail Construction, Inc. B) Subcontractor must deliver to Contractor the policies of insurance or certificates of insurance that the foregoing is in effect and that same may not be cancelled except upon (30) days written notice to Contractor. Advanced Retail Construction, Inc. is to be listed as an additional insured in the certificate. C) Notwithstanding, the carrying of insurance, Subcontractor agrees to indemnify and hold harmless Contractor and the Owner, their successors and assigns, from all claims, liabilities, costs and expenses whatsoever for injury or damage to any person or property arising out of the performance of this Subcontract, or arising or occurring by reason of the work or the use thereof or any defect or condition thereof. D) Without limiting the generality of the foregoing, Subcontractor hereby releases Contractor and Owner from all claims and liabilities on account of, and does hereby agree to indemnify and hold harmless Contractor, Owner, their successors and assigns, from all claims, liabilities, costs and expenses whatsoever for injury or damage to any person or property arising out of the use by Subcontractor or its employees of any equipment or facilities whether the same be owned or operated by Contractor, Subcontractor or others.

**VIII. Termination** - Without prejudice or waiver of rights or remedies Contractor may have, Contractor may terminate this Subcontract forthwith by notice in writing to Subcontractor in the event the Subcontractor 1) shall default in the performance of any of the terms and conditions of this Subcontract including but not limited to Subcontractor's failure to comply, inability to comply or determination in sole discretion of the Contractor that Subcontractor will become unable to comply with any of the provisions of the Subcontract; Subcontractor's failure to supply a sufficient number of properly skilled workmen or sufficient materials equipment or plant of proper quality or Subcontractor's failure in any respect to prosecute the work with promptness and diligence, or causes by any action or omission a stoppage of, delay in or interference with the work of the Contractor or other Subcontractor of the Contractor; or in the event Subcontractor abandons its work, or any part thereof, and Subcontractor shall have failed, within forty-eight hours after written demand by Contractor to Subcontractor, to begin to correct such default, failure, inability or deficiency (as determined solely by Contractor) and thereafter fails to actively and diligently in good faith proceed with and continue the correction of such default, failure, inability or deficiency until it shall be fully corrected. 2) be interrupted in the performance of the work. 3) Contractor's agreement with the Owner is terminated for any reason whatsoever.

**IX. Assignment & Subcontracting** - A) Subcontractor may not assign or subcontract any portion of this Subcontract without prior written consent of Contractor. B) This Subcontract shall inure to the benefit of and be binding upon the successors and assigns of Contractor. C) In order to insure project continuity, the subcontractor can not without due cause change or replace the job site foreman once a foreman is assigned to the project.

**X. Arbitration & Attorney Fees** - A) All claims or disputes between the Subcontractor and Contractor arising out of or related to this Subcontractor Commitment or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. It is agreed that Subcontract is issued and shall be in effect under the laws of the State of Ohio, and any arbitration will be conducted in the State of Ohio. B) The Subcontractor shall pay all the expenses and costs of attorney's fees incurred by the Contractor, Owner or Architect in the enforcement of this agreement, of any bond furnished in connection herewith, or for the defense of any claim as defined herein.

# **EXHIBIT B**



## Inspection Report

Control Number / Invoice Number: 0668-21038

Report Date: 08/18/21

### Commissioning Party

Steve Malley  
Advanced Retail Construction, Inc.  
P. O. Box 368  
Newark, Ohio  
43058

### Dealer

Architectural Systems, Inc.  
256 W. 36th Street, 10th Floor  
New York, New York  
10018

### End User

Tempur-Pedic  
1 West Flat Iron Crossing Dr., Ste. 2280  
Broomfield, Colorado  
80021

EXHIBIT

B

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### **Inspection Information**

Inspection Date:	08/12/21
Installation Date:	Approximately 08/10/20
Type of Floor:	3/8" x 5" x random length, prefinished Maple engineered hardwood (Harris Wood HE 1600 Vintage Maple Natural)
Square Feet:	2000
Location:	Showroom sales floor
Subsurface:	Concrete
Issue Requiring Inspection:	After moisture intrusion damage, was hardwood flooring originally installed correctly?

### **I. Claim History:**

This flooring was installed approximately on August 10, 2020. The product under inspection is a 3/8" x 5" x random length, prefinished Maple engineered hardwood. The installation took place in the showroom sales floor of the Tempur-Pedic retail store, which is located in Broomfield, Colorado. Mr. Randall Ragen, with Advanced Retail Construction, was present during this inspection.

### **II. Inspection and Evaluation:**

During the preliminary conversation, this inspector learned the following:

- The Tempur-Pedic Flagship store is located on the second floor level of the Flatirons Shopping Mall.
- During 2020, this commercial store underwent a remodeling project.
- The new hardwood flooring was delivered to the job site on July 30, 2020.
- After delivery, the boards were stored in a temperature and climate controlled space.
- Moisture testing was not conducted as a preliminary step to the installation process.
- The job site was under climate control before, during, and after the installation.
- On approximately August 10, 2020, the new hardwood flooring was installed and had no issues.
- Mr. Randall Ragen stated that on August 19, 2020, the Tempur-Pedic store was flooded, from a broken fire water sprinkler line, in the back storage room area.
- The entire hardwood floor was submerged under one inch of water, for several hours, according to Mr. Randall Ragen.
- The concerns were described as checks, water intrusion damage to the hardwood flooring, and that dark water, from the water pipes, has stained/damaged the flooring.
- On August 12, 2021 the damaged hardwood flooring was mostly (90%) replaced.
- Recently, the insurance company has stated that the hardwood flooring was not installed correctly.

Initial inspection by this certified flooring inspector found the hardwood flooring from the original installation was visible for this inspection process. Closer examination revealed that on the date of the inspection, approximately 90% of the original hardwood floor had been removed and replaced.

There are approximately 200 square feet that remained installed, located at the front, left side of the storefront. On the date of this inspection, the hardwood flooring, in the balance of the store, was being removed.

The balance of the original installation was thoroughly inspected. Further investigation discovered the hardwood flooring exhibits checks. The checks are present throughout the remaining installation. This condition affects 25% to 35% of the installation. The checks measure 1/8" to 3".

Additional observation noted the hardwood flooring makes noises. The noises can be heard when walking across the flooring. The noises can be described as hollow sounds. Using a nylon mallet, this inspector was able to locate several hollow spots throughout the remaining installation. This condition affects approximately 15% to 20% of the installation.

The original installed hardwood flooring was removed from the concrete substrate by Mr. Randall Ragen. This collected data is from the three demo test sights. A Taylor pH balanced testing fluid, Hydrion pH test kit, and pH paper were used on the razor scraped concrete substrate. Three types of moisture meters were used. The hardwood flooring adhesive was measured, inspected under magnification, and a bucket was opened and inspected.

These tests established the following:

- Watching the hardwood flooring be removed, discovered that the installed hardwood flooring was very well secured to the concrete substrate, coming up in small sections.
- Installed hardwood flooring and concrete substrate have normal moisture content readings.
- The concrete substrate had been sealed prior to the original installation. The concrete substrate has a mild pH balance reading of 8.5.
- Red and green hardwood flooring adhesive tracers chips were found under the wood installation. This matches the proper tracers found in Dri-Tac 7800 Supreme Green wood flooring system adhesive. The flooring adhesive coverage rate is >80%.

Checking along walls and vertical stops detected proper amounts of expansion space. The required expansion spacing is 3/8" and measurements were taken at 5 random locations #1. 1/2", #2. 1/8", #3. 3/8", #4. 3/8", #5. 1/8". On average, the hardwood flooring has a sufficient amount of expansion space.

The exterior property shows the Tempur-Pedic Flagship store is located on the second floor of the Flatirons Shopping Mall.

The flooring was installed by the glue down method over a concrete substrate. The commercial building is heated with electric, and cooled via central air conditioning. It is unknown whether there is dehumidification (other than the air conditioning) or humidification. The flooring has been maintained with a broom, a mop, and a vacuum. Comments on Maintenance: The floors have been professionally cleaned on a nightly schedule.

### **III. Field Test Results:**

#### **MOISTURE TEST:**

##### **TRAMEX MRH III PIN MOISTURE METER**

##### **PIN METER**

This inspector carefully examined the flooring and tested for the levels of moisture by using a professional grade pin type meter. This probe style moisture meter measures the electrical resistance across the opposed set of pins when they are pushed into the floor.

Less than 5% is bone dry  
5% - 5.9% is dry  
6% - 6.9% is slightly dry  
7% - 9.9% is normal  
10% - 11.9% is slightly elevated  
12% - 14.9% is elevated  
15% - 16.9% is slightly high  
17% - 19.9% is high  
20% - 24.9% is slightly excessive  
25% - 29.9% is excessive

##### **TRAMEX MRH III NON-INTRUSIVE SCAN MOISTURE METER**

This inspector used a non-intrusive, professional moisture meter which electronically detects the presence of moisture in both the bottom of boards and in the subsurface.

Less than 5% is bone dry  
5% - 5.9% is dry  
6% - 6.9% is slightly dry  
7% - 9.9% is normal  
10% - 11.9% is slightly elevated  
12% - 14.9% is elevated  
15% - 16.9% is slightly high  
17% - 19.9% is high  
20% - 24.9% is slightly excessive  
25% - 29.9% is excessive

##### **TRAMEX C.M.E. CONCRETE SUBSTRATE NON-INTRUSIVE SCAN MOISTURE METER**

This concrete moisture meter is a non-invasive meter that provides an instant reading of moisture in a concrete substrate. This meter outputs readings on a comparative scale from 0.0 to 6.0. Industry experts state that a reading of less than 3 indicate normal moisture levels. Readings ranging from 3 to 4.5 is elevated moisture. Readings of 4.6 to 6 are excessive. As with any moisture testing, the readings obtained during this inspection provide a reading of what the moisture conditions are at the time of the test. Certainly, moisture levels in this concrete substrate could have been higher or lower at a different time. Installers should always check the installation guidelines set forth by all manufacturers (including adhesive manufacturers) prior to installing flooring.

<b>Moisture Testing</b>	
<b>Location of Test</b>	<b>Result of Test</b>
Moisture—Top of Boards	7.20% to 8.00% (Tramex MRH III Pin meter)
Moisture—Middle of Boards	9.90% to 14.70% (Tramex MRH III Scan meter)
Moisture—Bottom of Boards	Low < 7.00% (Tramex MRH III Pin meter)
Moisture—Concrete	Average 0.45% (Tramex C.M.E. Scan meter)

<b>Environmental Testing</b>	
<b>Type of Test</b>	<b>Result of Test</b>
Air Temperature	75°F
Floor Temperature	62 to 64.2°F
Relative Humidity	27%

#### FLATNESS OF FLOOR TEST

The hardwood flooring was measured using a 6' level. These tests established that the concrete substrate is flat to within the hardwood flooring manufacturer's tolerances.

#### IV. Problem Causes, as Established by Flooring Industry Guidelines and Technical Research:

##### DriTac-7800-Supreme-Green TECHNICAL DATA SHEET INSTRUCTIONS / SUBFLOOR REQUIREMENTS:

Applies for Adhesive Bond Only & 5-in-1 System: Clean - It is required that all concrete, sheet vinyl, vinyl tile, terrazzo and ceramic tile sub floors be scoured by mechanical means to remove dirt or any surface contamination such as paint, grease, oil, sealers, waxes, curing compounds and glass-like concrete. DriTac 7800 adhesive should not be used over these substances.

##### CONCRETE SUBFLOORS:

Applies for Adhesive Bond Only & 5-in-1 System: Concrete should be at least 60 days old. Inspect the concrete before installing flooring over it. First inspect for any wetness at the base of the drywall or for visible signs of moisture on the concrete. Second, test for moisture.

Use a Calcium Chloride Test for reliable concrete testing. Occasionally check for transfer to back of wood flooring. If adhesive transfer is less than 90% to the back of the plank scrape up the adhesive and apply fresh DriTac 7800. Floors installed with DriTac 7800 are not warranted against damage caused by wet mopping, flooding, plumbing leaks or other extraordinary circumstances.

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ACCORDING TO HARRIS WOOD ENGINEERED WOOD INSTALLATION FOR 3/8" TONGUE & GROOVE FULL SPREAD GLUEDOWN:

Before, during, and after, maintain a room temperature of 60-80 F degrees and 35% to 55% Relative Humidity. A humidifier or a de-humidifier may be required in some areas to maintain these levels.

ACCORDING TO HARRIS WOOD WARRANTIES:

Exclusions:

In order to maintain the inside recommended Relative Humidity of 35% to 55%, installation of a humidifier or de-humidifier may be necessary.

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ADDED JOB SITE MOISTURE

The National Wood Flooring Association states, in their installation guidelines, section 5, page AD, that the amount of moisture content in all wood flooring products delivered from the manufacturer to the distributor and retailer is regulated by the U.S. Agriculture and Forestry Department. Any additional moisture that occurs on the job site prior to, during the installation, or once the wood flooring has been put into service, can and will cause objectionable results and problems. Some of these are: cupping, crowning, buckling, stress fracture splits, cracks, raised ends, compression-set edge damage, gaps at ends and side joints, finish flaking, peeling, and/or a dull finish appearance, splinters, delamination, raised grain, popped, raised knots, or a black discoloration within the body of boards. The added moisture can come from the consumer improperly cleaning the floor with water, a plumbing leak, moisture vapor from a concrete substrate, basement moisture, crawl space moisture, improperly use of a steam mop, or a high relative humidity because the job site HVAC system has not been operated continuously to adequately control the job site climate. Because the above results and problems are locally caused from various external factors out of the manufacturer's control, they are not considered manufacturing related issues.

**V. Conclusion:**

This certified flooring inspector finds the following:

A significant flood occurred, covering the entire hardwood floor in as much as 1" of standing water. This caused the flooring adhesive to fail and the hardwood to develop checks from the rapid change in equilibrium and moisture content.

The concerns with the flooring are due to the original water intrusion damage and a sudden change in board moisture content.

The hardwood flooring was originally well installed and is not the cause for this condition.

No manufacturing deficiencies were found in this Harris Wood engineered hardwood flooring. The hardwood flooring manufacturer's tolerances and warranties will prevail.



Please refer to the attached job site photographs for your review.

### **End of Inspection Report**

*This flooring inspection was conducted by Matthew Papi, F.C.I.T.S. Certified Hard Surface Flooring Inspector.*

*Flooring inspectors who perform inspections and tests are independent contractors and are not agents or employees of All Flooring Inspections. Independent contractors are responsible for their own actions and All Flooring Inspections shall not be responsible for their acts, errors, or omissions of any such independent contractors.*

*All Flooring Inspections prepared this report in reliance upon the facts, tests and findings supplied to it by the above-named flooring inspector. This report is based on information available to the inspector at the time of the inspection, as well as its review and finalization, as prepared by the All Flooring Inspections review team. The observations and conclusion are made to a reasonable degree of certainty. All Flooring Inspections reserves the right to add to and/or modify these findings should additional information become available.*

*Any and all liability for this inspector and/or All Flooring Inspections, shall be limited to the cost of this inspection and report.*

*Any dispute regarding this report must be resolved by contacting the independent flooring inspector named above at [prflooringinspection@icloud.com](mailto:prflooringinspection@icloud.com). Thank you.*

*Copyright AF Inspect, LLC 2021*

# EXHIBIT C



## **ADVANCED RETAIL CONSTRUCTION, INC.**

P.O. Box 368  
Newark, Ohio 43058  
Phone: 740-975-8028

July 28, 2021

Re: Tempur-Pedic – Boulder, CO – Flooring Replacement Proposal

Advanced Retail Construction proposes to do the following scope of work at the above referenced location:

### **SCOPE OF WORK:**

- **Demolition** **\$19,150.00**
  - Demo out existing wood floor (Damaged by water app. 2,800 Sq Ft)
  - All work to be completed off hours
  - All work to be done in sections
  - Dumpster cost included
  
- **Floor Installation** **\$67,000.00**
  - Supply & Install approximately 3,000 Sq Ft of new wood flooring
  - Supply Glue for new wood floor installation
  - Cost includes removal and reinstallation of all baseboard
  - Includes all necessary floor prep after demo
  
- **Electrical** **\$6,800.00**
  - Cost includes disconnect/reconnect of cash wrap
  - Cost includes disconnect/reconnect of all floor fixtures/beds
  
- **Painting** **\$5,850.00**
  - Repaint all baseboard
  - Touch up walls after demo
  
- **General Conditions** **\$70,800.00**
  - Temp Protection \$9,800.00
  - Daily Cleaning \$12,000.00
  - Labor to move fixtures \$20,000.00
  - Security \$14,000.00
  - Supervision \$15,000.00

**SUB TOTAL: \$169,600.00**

**OH & P: \$16,960.00**

**TOTAL: \$186,560.00**

Acceptance: X \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT**

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# EXHIBIT D



## Policyholder Information

## Named Insured &amp; Mailing Address

ADVANCED RETAIL CONSTRUCTION INC  
PO Box 368  
Newark, OH 43058

## Agent Mailing Address &amp; Phone No.

(740) 454-9791  
THE YOUNG INS AGENCY INC  
PO BOX 578  
ZANESVILLE, OH 43702-0578

## Dear Policyholder:

We know you work hard to build your business. We work together with your agent, THE YOUNG INS AGENCY INC (740) 454-9791 to help protect the things you care about. Thank you for selecting us.

Enclosed are your insurance documents consisting of:

- Commercial Package

To find your specific coverages, limits of liability, and premiums, please refer to your Declaration page(s).

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (740) 454-9791.



## Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (740) 454-9791
- In case of a claim, call your Agent at 1-844-325-2467

## You Need To Know:

• CONTINUED ON NEXT PAGE

To report a claim, call your Agent or 1-844-325-2467

DS 70 20 01 06

## You Need To Know - continued

## • NOTICE(S) TO POLICYHOLDER(S)

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

FORM NUMBER	TITLE
CNI90 11 07 18	Reporting A Commercial Claim 24 Hours A Day
CNI90 17 08 20	Important Notice To Policyholders - Adverse Credit Score Directly Related To COVID-19
CNI90 18 11 20	Important Notice To Policyholder Changes In Coverage Actual Cash Value
CNI90 16 12 20	Important Notice To Policyholder Changes In Coverage Cyber Incident Exclusion
NP 72 42 02 20	Territorial Insurance Premium Disclosure And Opportunity To Reject
NP 73 47 11 16	Premium Determination for Subcontractors
NP 74 06 01 06	Flood Insurance Notice
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory Notice to Policyholders
NP 74 50 01 07	Important Audit Information
NP 89 46 11 10	Important Policyholder Information Concerning Billing Practices
NP 94 05 01 14	Important Notice to Policyholders - Changes in Coverage - Commercial Property Coverage Part - Edition 10 12
NP 96 08 10 14	General Liability Access Or Disclosure Of Confidential Or Personal Information Exclusions Advisory Notice To Policyholders
NP 98 20 01 15	Jurisdictional Boiler And Pressure Vessel Inspection
SNB04 01 01 20	Liberty Mutual Group California Privacy Notice

- This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

## REPORTING A COMMERCIAL CLAIM 24 HOURS A DAY

Liberty Mutual Insurance claims professionals across the United States are ready to resolve your claim quickly and fairly, so you and your team can focus on your business. Our claims teams are specialized, experienced and dedicated to a high standard of service.

We're Just a Call Away - One Phone Number to Report All Commercial Insurance Claims

Reporting a new claim has never been easier. A Liberty Mutual customer service representative is available to you 24/7 at 1-844-325-2467 for reporting new property, auto, liability and workers compensation claims. With contact centers strategically located throughout the country for continuity and accessibility, we're there when we're needed.

## Additional Resource for Workers' Compensation Customers

In many states, employers are required by law to use state-specific workers compensation claim forms and posting notices. This type of information can be found in the Policyholder Toolkit section of our website along with other helpful resources such as:

- Direct links to state workers compensation websites where you can find state-specific claim forms
- Assistance finding local medical providers
- First Aid pharmacy forms - part of our managed care pharmacy program committed to helping injured workers recover and return to work

Our Policyholder Toolkit can be accessed at [www.libertymutualgroup.com/toolkit](http://www.libertymutualgroup.com/toolkit).

For all claims inquiries please call us at 1-844-325-2467.

IMPORTANT NOTICE TO POLICYHOLDERS  
ADVERSE CREDIT SCORE DIRECTLY RELATED TO COVID-19

Dear Valued Policyholder:

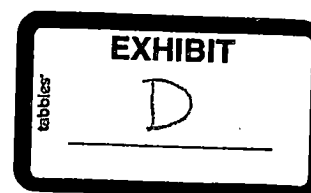
Thank you for selecting us as your carrier for your commercial insurance.

We may use a credit-based insurance score when pricing your business insurance policy. If your business credit information has been adversely impacted as a direct result of the COVID-19 pandemic, you may request, in writing, that we take this under consideration when using your credit information. For purposes of this notice, COVID-19 business related circumstances include:

- Temporary closure or suspension of your operations
- Mortgage, landlord/tenant, lender or credit card late payments
- Late utility payments including water, phone, electric and gas
- Collection activity related to late payments
- Medical collection activity related specifically to health care related to COVID-19 and
- Any other COVID-19 related circumstance that negatively impacted your business and/or credit score

In order for us to take into consideration these circumstances, as it relates to your business credit, you must submit this request to us no more than sixty (60) days after the date of your application for insurance or your policy's renewal. We may require you to provide additional documentation of the circumstance to explain how the circumstance may have negatively affected your credit history.

You may send your request by email to [Bus\\_Credit\\_Request@libertymutual.com](mailto:Bus_Credit_Request@libertymutual.com). Please include the business name, your name and the policy number and phone number.



CNI 90 16 11 20

**IMPORTANT NOTICE TO POLICYHOLDER  
CHANGES IN COVERAGE  
ACTUAL CASH VALUE**

Dear Valued Policyholder:

Thank you for selecting us as your carrier for your commercial insurance. This notice contains a brief summary of a coverage change made to your policy.

This notice outlines a new endorsement being added to your renewal. Only the countrywide version of this endorsement is referenced. State specific versions, where applicable, have been added in the same manner as the countrywide version unless otherwise specified.

Please read your policy and review your Declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

These changes become effective as of the effective date of your replacement policy. Please note that this notice does not apply to you or your policy in the event you have received, or do receive, a notice of cancellation or nonrenewal.

Should you have questions after reviewing the changes outlined below, please contact your independent agent. Thank you for your business.

Expiring Form	Expiring Form Number	New Form	New Form Number
N/A	N/A	Actual Cash Value	IL 86 53 or IL 88 54

**Summary of Changes**

We are adding an endorsement to your policy that defines Actual Cash Value. Actual Cash Value is a valuation method that involves a depreciation calculation of physical property and expenses such as cost of goods sold, labor (if allowed), materials, and services necessary to replace, repair or rebuild damaged property at the time of loss. Actual Cash Value applies to your policy if you have not selected Replacement Cost or another method of loss valuation. If you have selected Replacement Cost and choose to settle your claim on an Actual Cash Value basis.

CNI 90 16 11 20

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CNP 90 16 12 20

**IMPORTANT NOTICE TO POLICYHOLDER  
CHANGES IN COVERAGE  
CYBER INCIDENT EXCLUSION**

Dear Valued Policyholder:

Thank you for selecting us as your carrier for your commercial insurance. This notice contains a brief summary of a coverage change made to your policy.

This notice outlines a new endorsement being added to your renewal. Only the countrywide version of this endorsement is referenced. State specific versions, where applicable, have been added in the same manner as the countrywide version unless otherwise specified.

Please read your policy and review your Declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

These changes become effective as of the effective date of your replacement policy. Please note that this notice does not apply to you or your policy in the event you have received, or do receive, a notice of cancellation or nonrenewal.

Should you have questions after reviewing the changes outlined below, please contact your independent agent. Thank you for your business.

Expiring Form	Expiring Form Number	New Form	New Form Number
N/A	N/A	Cyber Incident Exclusion	CP 92 12 12 20
Spillage Coverage	CP 04 40 CP 04 45 - CT	Spillage Coverage	CP 04 40 12 20 CP 04 45 12 20 - CT

**Summary of Changes**

**CP 92 12 Cyber Incident Exclusion**

This endorsement clarifies that coverage is not provided for cyber incidents resulting in loss or damage to computer systems or computer software (including electronic data). A cyber incident includes, but is not limited to the unauthorized access or the introduction of a malicious code or virus that either damages or denies service to your computer system or computer software.

As it has been our historical intent to exclude coverage for loss or damage of this type, this new endorsement is provided to clarify that intent.

**CP 04 40 (CP 04 45 Connecticut) Spillage Coverage**

If this endorsement is attached to your policy, a new edition is provided that expressly states that the Cyber Incident Exclusion applies to such coverage. The new edition is not available in California.

CNP 90 16 12 20

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ADVANCE RETAIL CONSTRUCTION INC

09/25/22

BOL (02) 50 10 00 00

From 09/27/2022 To 09/27/2022

P. Box 578

Newark, NJ 07102

(781) 454-5757

THE TOWN OF AGENT INC

P. Box 116

DUBLIN, OH 43003-0116

**TERRORISM INSURANCE PREMIUM DISCLOSURE AND  
OPPORTUNITY TO REJECT**

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

**THE TERRORISM RISK INSURANCE ACT**

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger." An insurer that has met its insured deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

**MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM**

TRIA requires insurers to make coverage available for any loss that occurs within the United States for outside of the U.S. in the case of U.S. missions and certain air carriers and vessels results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

(i) any act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

(ii) to be an act of terrorism;

(iii) to be a violent act or an act that is dangerous to:

- (I) human life;
- (II) property; or
- (III) infrastructure;

(iv) to have resulted in damage within the United States, or outside of the United States in the case of:

- (I) an air carrier (as defined in section 40102 of the 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
- (II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO**

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT. Please ensure any rejection is received within thirty (30) days of the effective date of your policy.

Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

☐ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed

Name: Insured

Policy Number

ADVANCE RETAIL CONSTRUCTION INC

BOL (02) 50 10 00 00

Policy Effective/Expiration Date

From 09/27/2022 To 09/27/2022

**IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.**

Note: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by the following: a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

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This explanation is not a part of your insurance policy, and it does not alter any of its provisions or conditions.

Please refer any questions you may have to your insurance agent.

As a construction related insured, a portion of your construction operations may be performed by sub-contractors. In order to minimize your loss exposure and reduce your premium charge for subcontracted work, your subcontractors must carry adequate insurance.

Please read the following carefully to understand:

1. What is an "Adequately Insured Subcontractor"?

"A subcontractor that has a valid certificate of insurance showing proof of Commercial General Liability coverage, or its equivalency with the Named Insured shown at a Certificate Holder and at least \$300,000 (Occurrence) limits for the period of time work was performed."

2. How do we determine your premium for an "Adequately Insured Subcontractor"?

We will use the total cost of the subcontracted work to determine your premium regarding your Commercial General Liability coverage. The resulting premium charge to you will normally be much less than if the subcontractor is uninsured or comes an inadequately limit of insurance.

In order to meet the requirement of having an "Adequately Insured Subcontractor" you must present satisfactory evidence of subcontractor's insurance by providing us with a valid Certificates of Insurance from your subcontractor, at the time of audit. The certificate must show proof of Commercial General Liability coverage with you as the Certificate Holder and at least \$300,000 (Occurrence) limit for the period of time that the subcontractor performed work for you.

If you do not have satisfactory evidence of subcontractors' insurance at the time of audit, your subcontractors will be deemed inadequately insured.

3. How do we determine your premium for an inadequately insured subcontractor?

If you cannot provide satisfactory evidence of the subcontractor's insurance at the time of audit, such as not being able to provide a Certificate of Insurance or the Certificate of Insurance has limits less than \$300,000 (Occurrence), we will determine the premium for the inadequately insured subcontractor as follows:

The subcontractor will be classed according to type of construction operation performed and charged the same as an employee. At the time of audit, we will request that you provide us with the subcontractor's payroll amount and a description of work performed for you.

If we can not determine the subcontractor's payroll, your premium charge for the inadequately insured subcontractor will be based on the following:

If the insured's records do not disclose a breakdown between material and labor costs, but the total subcontract costs did include materials, use a minimum of 50% of the total cost as the premium base.

If the subcontractor work was for labor only use 80% of the total subcontract cost as the rating base.

4. What records and documentation are you required to maintain?

Please be sure that you keep clear and accurate records with a breakdown of payroll, and subcontractor costs by type of work performed. In addition, be sure to obtain and save satisfactory evidence of subcontractor's insurance, such as Certificates of Insurance regarding all of your subcontractors.

On the reverse side of the "Important Notice to Policyholders" we have included a helpful Example Subcontractor Worksheet, WS 70 03 OE 06 that may assist you in establishing an organized method of monitoring your subcontractor's work and their Certificates of Insurance.

### EXAMPLE

## Subcontractor Worksheet

**Agency:**

Policy Number:

[illegible]

WS 70 03 06 00

## FLOOD INSURANCE NOTICE

Unless a Flood Coverage endorsement is attached, your policy does not provide flood coverage and you will not have coverage for property damage from floods unless you purchase a separate policy for flood insurance through the Federal Emergency Management Agency (FEMA) National Flood Insurance Program.

If you would like more information about obtaining coverage under the National Flood Insurance Program, please contact your agent.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN  
ASSETS CONTROL ("OFAC")  
ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder. Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency." OFAC has identified and listed numerous

- Foreign agents,
- Front organizations
- Terrorists
- Terrorist organizations, and
- Narcotics traffickers

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>

In accordance with OFAC regulations, if it is determined that you, or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments, no premium, refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

NP 74 50 01 07

### Important Notice Notice to Policyholders

This explanation is not a part of your insurance policy, and it does not alter any of its provisions or conditions.

Please refer to any questions you may have to your insurance agent.

We would like to thank you for being a policyholder. We appreciate your business.

If your policy contains a condition stating it is subject to a premium audit, we would like to take this opportunity to explain how the audit process works, and answer the most common questions we receive from our policyholders. The information in this notice will make it easier for you to prepare for your audit.

#### Insurance Premium Audit Facts

Audits can benefit our policyholders by allowing us to collect the appropriate amount of premium for each policy.

Most commercial policies are written based on estimated or fluctuating exposure bases. At the end of the policy term, an audit will determine the actual exposure bases and the premium will be adjusted accordingly. A company representative will conduct the audit.

The premium auditor will examine and audit records that relate to your policy. The records necessary to complete the audit will vary, based on the coverages you have. Types of records that may be requested for your audit include, but are not limited to:

- Payroll Records including 941 forms
- Sales Journals or income statements
- General Ledger
- Cash Disbursements Journal
- Subcontractor Certificates

Keeping accurate and complete records will allow the auditor to properly classify and allocate your exposures correctly. Often there are allowable credits available according to insurance manual classification and rating rules. The premium auditor will be able to give you the credits, to which you are entitled, if your records provide the necessary details. Providing the records your auditor needs can save you time and money as well as expedite the audit process.

#### How Audits are Conducted

Audits are handled in different ways depending on the types of coverages you may have. We conduct audits in the following ways:

**Physical Audit:** - An auditor will contact you and set up a convenient time to personally come to your business and review your records.

**Phone Audit:** - Forms will be mailed to you explaining what is necessary to complete a phone audit. The phone auditor will contact you or your bookkeeper for this information.

**Voluntary Audit:** - Forms will be mailed to you for completion. We will provide you with contact information if you need assistance in completing the forms.

NP 74 50 01 07

#### Completing the audit

Many states have enacted legislation that governs the time in which an audit must be completed, billed and paid. This applies to audits for cancelled policies as well as regular audits. In order to comply with state regulations, it is important to make your records available for audit when our representative contacts you. We will make every effort to complete the audit within a reasonable time after the close of the policy period stated in your policy.

#### Frequently Asked Questions

**Q: What if I use subcontractors?**

**A:** Subcontractors are factored in to the audit process. Subcontractors who do not have insurance are treated as though they are your employees at the time of the audit. If your subcontractor furnishes you with a certificate of liability or workers' compensation insurance, your insurance cost for that subcontractor could be less. See your policy for details on limits of insurance required for certificates.

**Q: I have no employees and work alone. Does the insurance company still need to complete an audit?**

**A:** Yes. The auditor will need to verify you worked alone by examining business records that may include tax filings, disbursements, and check stubs.

**Q: Do I need an audit if I have cancelled my policy or am no longer insured with you?**

**A:** An audit may still be necessary even if you no longer have an active policy with us. The audit would cover the time period for which you were insured by us. Other factors that may determine if an audit is necessary include the time the policy was in effect and the amount of premium involved.

**Q: If I use leased employees but the leasing company carries the liability, are the leased employees excluded from my General Liability policy?**

**A:** No. The manual rules stipulate that all leased employees are covered on the insured's policy.

**Q: Is it necessary to keep records on any casual labor I use?**

**A:** Yes. Casual labor payroll is examined during the audit.

**Q: What happens if I do not comply with the audit and fail to provide all necessary records and verification?**

**A:** It's important to provide the necessary information in order to complete the audit. If you fail to do so, your policy may be cancelled or nonrenewed. You may also receive an estimated audit statement based on increased policy exposure estimator due to non-compliance of audit.

If you would like additional information about the policy audit process, your independent agent can assist you. The Premium Audit Department is also available to answer any questions you may have regarding this process.

Please contact us at 1-888-224-9246 or via E-mail at [PremiumAuditServices@libertymutual.com](mailto:PremiumAuditServices@libertymutual.com).

NP 74 50 01 07

NP 85 60 11 10

### IMPORTANT POLICYHOLDER INFORMATION CONCERNING BILLING PRACTICES

Dear Valued Policyholder: This insert provides you with important information about our policy billing practices that may affect you. Please review it carefully and contact your agent if you have any questions.

**Premium Notice:** We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount, balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

#### Available Premium Payment Plans:

- **Annual Payment Plan:** When the plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- **Installment Payment Plan:** When this plan applies, you have elected to pay your policy premium in installments (e.g., quarterly or monthly installments). Installment Payment Plans vary by state. As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

**Installment Payment Plan Fee:** If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment, but the installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

**Dishonored Payment Fee:** Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

**Late Payment Fee:** If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

**Special Note:** Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an installment Payment Plan, Dishonored Payment, or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

**EFT-Automatic Withdrawals Payment Option:** When you select this option, you will not be sent Premium Notices and, in most cases, will not be charged installment fees. For more information on our EFT-Automatic Withdrawals payment option, refer to the attached policyholder plan notice and enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.

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### IMPORTANT NOTICE TO POLICYHOLDERS

#### CHANGES IN COVERAGE

#### COMMERCIAL PROPERTY COVERAGE PART - EDITION 10 12

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial insurance. The various coverage forms that constitute the Commercial Property Coverage Part of your policy are being updated. As a result, we are amending the policy form(s) listed below, which will result in changes to your coverage.

This notice contains a brief summary of coverage changes organized by policy section. Please note that not all of the endorsements indicated may apply to your specific policy. In addition, this notice does not reference every editorial change made to the endorsement or coverage form; it only reflects significant coverage changes.

Please read your policy and review your Declarations page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail.

These changes become effective as of the effective date of your replacement policy. Please note that this notice does not apply to you or your policy in the event you have received, or do receive, a notice of cancellation or nonrenewal.

Should you have questions after reviewing the changes outlined below, please contact your independent agent. Thank you for your business.

#### COVERAGE FORMS, CAUSES OF LOSS FORMS AND RELATED ENDORSEMENTS

#### 1. BROADENINGS OF COVERAGE

- **Civil Authority Additional Coverage (CP 00 30, CP 00 32, CP 00 50)**

The basic coverage period for the Civil Authority Additional Coverage is increased from three weeks to four weeks.

- **Coverage Radius for Business Personal Property and Personal Property of Others (CP 00 10, CP 00 16, CP 00 89, CP 17 98)**

These forms are revised to extend coverage for business personal property and personal property of others to such property when located within 100 feet of the building or 100 feet of the described premises, whichever distance is greater.

- **Debris Removal (CP 00 10, CP 00 17, CP 00 18, CP 00 20, CP 00 80, CP 00 99)**

The additional limit of insurance for debris removal expense is increased from \$10,000 to \$25,000.

Further, coverage for debris removal is expanded to include the expense of removing debris of certain property of others. The total expense for all debris removal is subject to the limitations stated in the policy concerning amount of coverage, including the aforementioned additional limit of insurance. However, when no Covered Property sustains direct physical loss or damage, coverage for the removal of debris of others property is limited to \$5,000.

The Outdoor Property Coverage Extension is revised to include debris removal expense for trees, shrubs and plants that are the property of others, except trees, shrubs and plants owned by the landlord of an insured tenant.

Related change: Debris Removal Additional Insurance Endorsement CP 04 15 makes reference to the policy's aforementioned limit of \$25,000.

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- Electronic Data in Building Equipment (CP 00 10, CP 00 17, CP 00 18, CP 00 30, CP 00 32, CP 00 40, CP 00 50, CP 00 70, CP 00 99)  
The property damage and related Coverage Forms (CP 00 10, CP 00 17, CP 00 18, CP 00 40, CP 00 70, CP 00 99) are revised to remove the \$2,500 limitation on electronic data with respect to loss or damage to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning, or security system. Coverage for such electronic data will be considered part of the coverage on the building. Further, under property damage forms, the \$2,500 limitation will no longer apply to stock of prepackaged software. Coverage for prepackaged software will be subject to the limit of insurance otherwise applicable to such personal property.  
The business interruption Coverage Forms (CP 00 30, CP 00 32, CP 00 50) are revised so that the \$2,500 limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system. A business interruption caused by loss or damage to such electronic data will be subject to the coverage otherwise applicable to a covered business interruption.
- Entrusted Property (CP 10 30)  
In the Causes Of Loss - Special Form CP 10 30, the exclusion of dishonest or criminal acts is revised to distinguish between those who have a role in the insured's business (partners, managers, employees, etc.) and others to whom property may be entrusted (a category that includes tenants and business, for example). With respect to the latter category, the exclusion is narrowed to apply only to theft. Further, the exception to the exclusion (which enables coverage for acts of destruction) is revised to extend applicability to authorized representatives.
- Extended Business Income, Extended Period of Indemnity (CP 00 30, CP 00 32)  
The number of days coverage under the Extended Business Income provision is increased from 30 to 60 days. Accordingly, the Extended Period of Indemnity option, if applicable, is revised to begin after 60 days.
- Fire Department Service Charge (CP 00 10, CP 00 17, CP 00 18, CP 00 20, CP 00 80, CP 00 99)  
The Fire Department Service Charge Additional Coverage is revised to enable purchase of a higher limit of coverage. This is a new coverage option which broadens a policy to which it applies.
- Outdoor Signs (CP 00 20, CP 00 10, CP 00 17, CP 00 18, CP 00 99)  
In form CP 00 20, the limit of insurance for signs attached to the building is increased from \$1,000 per sign to \$2,500 per sign in any one occurrence.  
In forms CP 00 10, CP 00 17, CP 00 18 and CP 00 99, the limit of insurance for detached outdoor signs is increased from \$1,000 to \$2,500 per sign in any one occurrence. The limit of insurance for detached outdoor signs is increased from \$1,000 per-occurrence (in total) to \$2,500 per sign in any one occurrence. Further, coverage for detached outdoor signs is broadened to include all causes of loss otherwise covered under the applicable Causes of Loss form.
- Party Walls (CP 00 10, CP 00 17, CP 00 20, CP 00 99)  
Potential broadening of coverage. As revised the above captioned form, identify the exposure (party walls) and convey loss adjusting procedures for it. Under the insurance loss payment relating to a party wall reflects the insured's partial interest in that wall. However, if the owner of the adjoining building elects not to repair or replace that building (and the building insured under this insurance is being repaired or replaced), this insurance will pay the full value of the party wall subject to all other applicable policy provisions.
- Property in Storage Units (CP 00 10, CP 00 17, CP 00 18, CP 00 99)  
A Coverage Extension for Business Personal Property Temporarily in Portable Storage Units is introduced. Under this Coverage Extension, a 90-day coverage period is provided for business personal property temporarily stored in a portable storage unit located within 100 feet of the described premises, subject to a sub-limit of \$10,000 regardless of the number of storage units.
- Specified Causes of Loss - Water Damage (CP 10 30)  
Coverage for water damage under the definition of "specified causes of loss" is expanded to include accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of certain off-premises systems due to wear and tear.

- Utility Services Exclusion (CP 00 70, CP 00 99, CP 10 10, CP 10 20, CP 10 30)  
With respect to time element coverage, there is a broadening of coverage, in that on-premise failure is limited to situations where the failure involves equipment used to supply utility service from an off-premises source.
  - Vegetated Roofs (CP 00 10, CP 00 17, CP 00 20, CP 00 70, CP 00 99, CP 10 10, CP 10 20, CP 10 30, CP 11 99)  
Property Not Covered is revised to make an exception for lawns, trees, shrubs and plants which are part of a vegetated roof, thereby treating such property as an insured part of the building, so that an existing vegetated roof can be replaced with like kind in the event of a loss, subject to policy terms and certain limitations. Accordingly, lawns, trees, shrubs and plants which are part of a vegetated roof are no longer covered under the more limited Outdoor Property Coverage Extension.
- ## 2. POTENTIAL REDUCTIONS OF COVERAGE
- Civil Authority Additional Coverage (CP 00 30, CP 00 32, CP 00 50)  
For coverage to apply, access to the area immediately surrounding the damaged property must be prohibited by civil authority as a result of the damage and the insured's premises must be within that area, not more than 1 mile from the damaged property.
  - Newly Acquired Property (CP 00 10, CP 00 17, CP 00 18, CP 00 99, CP 17 98)  
Under the Newly Acquired Property Extension, the provision which extends an additional limit of insurance to newly acquired business personal property at the described premises is removed. There is no change to the coverage for newly acquired business personal property at newly acquired locations or at newly constructed or acquired buildings at the described location.
  - Utility Services Exclusion (CP 00 70, CP 00 99, CP 10 10, CP 10 20, CP 10 30)  
This exclusion now applies to utility failure that originates at the described premises, when such failure involves equipment used to provide utility service supplied by an off-premises provider. With respect to time element coverage, the aforementioned statement is relevant to the covered building, since the current time element exclusion already includes failure originating on the described premises outside a covered building.
- ## 3. REINFORCEMENT OF COVERAGE
- Artificially Generated Electrical Current Exclusion (CP 00 70, CP 00 99, CP 10 10, CP 10 20, CP 10 30)  
This exclusion has been revised to explicitly incorporate various terms that reflect current understanding of technology with respect to power sources and associated systems such as electromagnetic energy (including electromagnetic pulse or waves) and microwaves, and the various risks presented by them.
  - Business Personal Property and Personal Property of Others in Described Structures (CP 00 10, CP 00 17, CP 00 18, CP 00 99, CP 17 98, CP 17 99)  
The coverage provisions for Your Business Personal Property and Personal Property of Others are revised to make it explicit that such property is covered when located in the building or structure described in the Declarations.
  - Collapse (CP 00 70, CP 10 20, CP 10 30)  
In forms CP 00 70 and CP 10 30, the exclusion for collapse, and the Additional Coverage - Collapse (which provides limited coverage) are revised to reinforce that relationship.  
In form CP 10 20, the Additional Coverage - Collapse is revised to reinforce the applicability of such coverage with respect to certain perils that are not otherwise covered by the policy.
  - Coverage Radius With Respect To Business Interruption (CP 00 30, CP 00 32, CP 00 50)  
In part, the coverage criteria for business interruption coverage relate to loss or damage to personal property in the open or in a vehicle within a certain distance from the described premises. The language relating to the coverage radius is revised to achieve more similarity between the radius outlined for insureds who are occupants of the entire premises and those who occupy only a part of the premises, and to use terminology similar to that used in property damage forms.

- Earth Movement (CP 00 70, CP 00 99, CP 10 10, CP 10 20, CP 10 30)  
The Earth Movement Exclusion now makes explicit reference to earth movement caused by an act of nature or otherwise caused. In addition, the term "earthquake" now incorporates tremors and aftershocks.  
With respect to coverage for Volcanic Action (which is a limited exception to the exclusion of volcanic eruptions) all such eruptions that occur within any 168-hour period constitute a single occurrence.
- Electronic Data (CP 00 10, CP 00 17)  
The coverage provisions are revised to reinforce that the amount of coverage under Additional Coverages - Electronic Data applies in addition to the limits of insurance for any other coverage.
- Electronic Data (CP 00 18, CP 00 99)  
The coverage provisions are revised to reinforce that the amount of coverage for Electronic Data applies in addition to the limits of insurance for any other coverage.
- Fire Department Service Charge (CP 00 10, CP 00 17, CP 00 18, CP 00 20, CP 00 80, CP 00 99)  
The Fire Department Service Charge Coverage is revised to specify that the amount of such coverage (\$1,000 or a designated higher limit) applies to each premises described in the Declarations. Further, the language of the coverage provision is revised to make it explicit that the designated limit applies regardless of the number of responses or the number or type of services performed.
- Increased Cost of Construction (CP 00 10, CP 00 17)  
The coverage provisions are revised to reinforce that the amount of coverage under Additional Coverages - Increased Cost of Construction applies in addition to the limits of insurance for any other coverage.
- Interruption of Computer Operations Additional Coverage (CP 00 30, CP 00 32, CP 00 50)  
Revisions are made to reinforce that the amount of coverage for the Interruption of Computer Operations Additional Coverage applies in addition to the limits of insurance for any other coverage under these forms.
- Ordinance or Law Exclusion (CP 00 10, CP 00 17, CP 00 18, CP 00 20, CP 00 30, CP 00 32, CP 00 50, CP 00 70, CP 00 80, CP 00 99, CP 10 10, CP 10 20, CP 10 30)  
The language of the Ordinance or Law Exclusion, which relates to enforcement of an ordinance or law, is revised to also refer to compliance with an ordinance or law.  
Similar references are revised in the policy's Increased Cost of Construction (ICC) Additional Coverage Loss Payment and Valuation Conditions and Replacement Cost Optional Coverage and in the Period of Restoration definition in the business interruption forms. Further, the ICC coverage grant is revised to explicitly refer to compliance with the minimum standards of an ordinance or law.
- Product Errors (CP 00 70, CP 10 30)  
Coverage does not apply to loss or damage to any merchandise, goods or other product caused by error or omission in any stage of the development, production, or sale of the product. But if the error or omission results in a covered cause of loss, the loss or damage attributable to the covered cause of loss is covered. Coverage intent is reinforced with an explicit provision in light of sporadic claims being asserted in contradiction of intent.
- Risk of Loss (CP 00 70, CP 10 30)  
The term "risk of" is removed from the provisions related to insured perils in the Mortgageholdings, Errors and Omissions Coverage Form, CP 00 70 and the Causes of Loss - Special Form, CP 10 30.
- Supplementary Payments (CP 00 40, CP 00 70)  
These forms are revised to make it more explicit that the amount of coverage under the Supplementary Payments Additional Coverage applies in addition to the limit of insurance provided under these forms.
- Water Exclusion (CP 00 70, CP 00 99, CP 10 10, CP 10 20, CP 10 30)  
The Water Exclusion provided by endorsement CP 10 32 is no longer added to the policy.

- Miscellaneous Changes  
Editorial changes were made to various forms. The revisions are summarized below.
- Condominium Association Coverage Form CP 00 17 is revised to include a definition of "stock" which is "merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping."
- Standard Property Policy, CP 00 99 is revised to replace the term "coverage" with the term "policy" in the Cancellation, Misrepresentation, or Fraud Additional Condition.
- Causes Of Loss - Basic Form CP 10 10 and Causes of Loss - Broad Form CP 10 20 are revised to specify that words and phrases which appear in quotation marks have special meaning and to refer to the Definitions section.

## OTHER ENDORSEMENTS

### 1. BROADENINGS OF COVERAGE

- Condominium Commercial Unit-owners Optional Coverages Endorsement (CP 04 18)  
This endorsement is revised to provide the means for selecting a limitation (sub-limit) over \$1,000 for assessments that result from a deductible in the insurance purchased by the condominium association. Coverage is broadened if a sub-limit over \$1,000 is entered in the Schedule of the endorsement.
- Dependent Properties - Business Interruption (CP 15 01, CP 15 02, CP 15 08, CP 15 09, CP 15 34)  
Under the following revised endorsements, secondary contributing locations and secondary recipient locations are covered if so indicated in the Schedule of the endorsement. Such locations are defined in the endorsement:
  - CP 15 01 - Business Income From Dependent Properties - Limited International Coverage
  - CP 15 02 - Extra Expense From Dependent Properties - Limited International Coverage
  - CP 15 08 - Business Income From Dependent Properties - Broad Form
  - CP 15 09 - Business Income From Dependent Properties - Limited Form
  - CP 15 34 - Extra Expense From Dependent Properties
- Discharge From Sewer, Drain or Sump (Not Flood-related) Endorsement (CP 10 38)  
This new endorsement covers discharge of water or waterborne material from a sewer, drain or sump located on the described premises.
- Discretionary Payroll Expense Endorsement (CP 15 04)  
This endorsement enables covering the payroll expense of particular job classifications or employees regardless of whether such expense is necessary to resume operations. Such coverage may be provided to the entire period of restoration or limited to a specified maximum number of days.
- Flood Coverage Endorsement (CP 10 65)  
Under the Flood Coverage Endorsement, there is no coverage for loss resulting from a flood which begins before or within 72 hours after the inception date of the endorsement. This endorsement is revised to provide that the aforementioned 72-hour waiting period will not apply when the prior policy includes flood coverage and the policy periods are consecutive without a break in coverage. Further, the similar 72-hour waiting period for an increase in the limit of insurance will not apply to an increase executed at the time of renewal.  
Also, this endorsement is revised to add drains and sumps to the provision which covers back-up and overflow from a sewer when such discharge occurs within 72 hours after a flood recedes.
- Food Contamination (Business Interruption and Extra Expense) Endorsement (CP 15 05)  
This new endorsement covers certain extra expenses and business income losses arising out of food contamination. Separate limits apply to advertising expense and all other coverages under the endorsement. These limits apply on an annual aggregate basis.

• **Increase In Rebuilding Expenses Following Disaster (Additional Expense Coverage On Annual Aggregate Basis) Endorsement (CP 04 09)**

This new endorsement provides limited coverage for the situation in which the cost of repair/replacement of property exceeds the Limit of Insurance due to increases in the cost of labor and/or materials following a disaster.

• **Specified Property Away From Premises Endorsement (CP 04 04)**

This new endorsement provides coverage for business personal property temporarily away from the described premises in the course of daily business activities, while in the care, custody or control of the insured or an employee of the insured.

• **Theft of Building Materials and Supplies (Other Than Builders Risk) Endorsement (CP 10 44)**

This new endorsement extends coverage to encompass theft of building materials and supplies that are located on or within 100 feet of the premises when such property is intended to become a permanent part of the building or structure.

• **Utility Services - Time Element Endorsement (CP 15 45)**

This endorsement is revised to provide the means to select a new category of utility service wastewater removal property. With respect to the coverage provided under this endorsement wastewater removal property is a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water.

**2. POTENTIAL REDUCTIONS OF COVERAGE**

• **Deductibles By Location Endorsement (CP 03 29)**

This new endorsement provides for selected deductibles to apply at each designated building or designated location that has sustained loss or damage. Thus, under this endorsement, multiple deductibles would apply in the event of an occurrence that affects multiple buildings or locations. Under the prior policy, the applicable deductible applied once per occurrence regardless of the number of buildings or locations involved in the loss occurrence (except with respect to special deductibles such as wind or earthquake percentage deductibles, if any).

• **Roof Surfacing Cosmetic Loss Exclusion Endorsement (CP 88 36)**

This new endorsement excludes for the buildings or structures shown in the endorsement schedule cosmetic damage to roof surfacing caused by wind and/or hail.

• **Actual Cash Value - Roof(s) (CP 88 37)**

This new endorsement stipulates that for the buildings or structures shown in the endorsement schedule, we will determine the value of the roof at actual cash value on buildings or structures otherwise subject to replacement cost valuation.

• **Limitation On Loss Settlement - Blanket Insurance (Margin Clause) Endorsement (CP 12 32)**

Under this endorsement, loss payment on an individual property under the blanket is limited to its stated value plus a percentage of that value as shown in the Schedule. The margin does not increase the blanket Limit of Insurance. In the event of partial loss, this endorsement may reduce the amount of loss payment in comparison to a blanket policy without a margin clause.

**3. REINFORCEMENT OF COVERAGE**

• **Builders Risk - Theft of Building Materials, Fixtures, Machinery, Equipment Endorsement (CP 11 21)**

The exclusion of dishonest or criminal acts is revised to add reference to members, officers, managers, temporary employees and leased workers.

• **Building Glass - Tenant's Policy (CP 14 70)**

Endorsement CP 14 70, Building Glass - Tenant's Policy, is introduced to enable coverage of building glass under a tenant's policy that does not otherwise cover the building. This endorsement includes a line item for a deductible in the Schedule of the endorsement. A deductible will apply to building glass coverage only if a deductible amount is entered in the Schedule.

• **Building Owner - Additional Insured and Loss Payee (CP 12 18, CP 12 18)**

Endorsement CP 12 18, Additional Insured - Building Owner, enables adding the building owner as an additional Named Insured under a tenant's Building Coverage.

Endorsement CP 12 18, Loss Payable Provisions, is revised to add an option, Building Owner Loss Payable, to identify the building owner and recognize that entity as a loss payee.

• **Business Income - Landlord As Additional Insured (Rental Value) (CP 15 03)**

Endorsement CP 15 03, Business Income - Landlord As Additional Insured (Rental Value), provides coverage for loss of rental income for a landlord (the Additional Insured) under a tenant's policy. The amount of any payment made to the Additional Insured under this endorsement will be deducted from the Named Insured's business income loss.

• **Business Income Report/Worksheet (CP 15 15)**

This endorsement is revised to recognize that the revised policy now provides 60 days of Extended Business Income Coverage.

• **Causes Of Loss Exclusion Endorsements (CP 10 54 and CP 10 56)**

Under endorsement CP 10 54, a statement is added to reinforce the applicability of underlying policy exclusions.

Under endorsement CP 10 56, exclusionary language concerning seepage or leakage is added to conform to the provision in the underlying policy, with no change in coverage.

• **Dependent Properties - Business Interruption (CP 15 01, CP 15 02, CP 15 08, CP 15 09, CP 15 34)**

The definition of dependent properties excludes various utility providers. The list of utilities is updated to make reference to wastewater removal services. With respect to business interruption coverage, loss caused by interruption in utility service is addressed in endorsement CP 15 45. Refer to the item titled Utility Services - Time Element Endorsement CP 15 45.

• **Dependent Properties - Time Element (CP 15 08, CP 15 09, CP 15 34)**

The revised description of Miscellaneous Locations makes it explicit that highways and other transportation corridors are not considered to be Miscellaneous Locations.

• **Earthquake Sprinkler Leakage Deductible (CP 10 40, CP 10 45)**

CP 10 40 Earthquake And Volcanic Eruption Endorsement and CP 10 45 Earthquake And Volcanic Eruption Endorsement (Sub-limit Form) are revised to specify that the Earthquake percentage deductible does not apply when Earthquake Coverage is limited only to Earthquake Sprinkler Leakage (EQSL) Coverage. Instead, the deductible for Fire Coverage applies to EQSL Coverage.

• **Electrical Apparatus and Electronic Commerce Endorsements (CP 04 10, CP 04 30)**

Endorsements CP 04 10 and CP 04 30 are revised to reflect the changes to the Artificially Generated Electron Current exclusion in the Causes of Loss forms.

• **Exclusion of Loss Due To By-products of Production or Processing Operations (Rental Properties) Endorsement (CP 10 34)**

The new endorsement which applies to policies issued to owners and tenants of rental premises reinforces that property damage and business interruption coverages do not apply to loss or damage to the described premises caused by or resulting from smoke, vapor, gas or any substance released in the course of production operations or processing operations performed at the rental units identified in the Schedule of the endorsement. But loss or damage by fire or explosion that results from the release of a by-product of the production or processing operation is not excluded.

• **Flood Coverage Schedule (CP DS 65)**

The Flood Coverage Schedule is revised so that the Underlying Insurance Waiver can be made applicable by location. The Underlying Insurance Waiver is a provision in Flood Coverage Endorsement CP 10 65; the waiver applies to a location only if so indicated in the Flood Coverage Schedule.

• **Functional Building Valuation Endorsement (CP 04 38, CP 04 47)**

The section of the endorsement that addresses exclusion of pollution under Ordinance or Law Coverage is revised to include reference to fungus and other contaminants, and to follow similar provisions of the Increased Cost of Construction. Additional Coverage in the underlying policy.

• **Higher Limits Endorsement (CP 04 08)**

This new endorsement increases certain specified dollar limitations.

• **Increased Cost of Loss and Related Expenses for Green Upgrades Endorsement (CP 04 02)**

The Schedule of this endorsement is revised to facilitate identification of personal property (when not all personal property is to be covered for Green Upgrades) and to facilitate the entry of different percentage selections for the building and personal property.

Supraparagraphs A.1.a. and A.1.b. are revised to simplify the calculation described therein, with no change in the outcome. Supraparagraph A.1.d. is added to explicitly address the situation in which the property loss is less than the deductible.

The provisions of former Paragraph A.6., concerning vegetated roofs, are incorporated into the underlying policy forms, as discussed in the item titled Vegetated Roofs.

• **Ordinance or Law Coverage (CP 04 05, CP 04 46, CP 04 38, CP 04 47, CP 15 25, CP 15 31)**

The coverage grant of endorsements CP 04 05 (Ordinance or Law Coverage) and CP 04 46 (California - Ordinance or Law Coverage) is revised to remove reference to enforcement of an ordinance or law in favor of referring to a requirement to comply with an ordinance or law. The same revision is made to endorsements CP 04 38 (Functional Building Valuation) and CP 04 47 (California - Functional Building Valuation) which incorporates ordinance or law coverage.

In addition, references are added to compliance with an ordinance or law in endorsements CP 15 25 (Business Income Changes - Educational Institutions (in the Period of Restoration definition)) and CP 15 31 (Ordinance or Law - Increased Period of Restoration).

• **Outdoor Trees, Shrubs and Plants Endorsement (CP 14 30)**

This endorsement is revised to specify that the applicable Limit of Insurance for loss or damage to outdoor trees, shrubs and plants includes debris removal expense. Accordingly, the endorsement states that the Outdoor Property Coverage Extension and Debris Removal Additional Coverage do not apply to property covered under CP 14 30; such provision avoids duplication of coverage.

• **Payroll Limitation or Exclusion Endorsement (CP 15 10)**

This endorsement is revised to provide the means to limit or exclude coverage for the payroll expense of any category of employee or individual employee. Since applicability of the endorsement will no longer be restricted to non-managerial employees, the term "ordinary payroll expense" and its definition are removed from the endorsement. In addition, the title of the endorsement is revised to remove the word "Ordinary".

• **Protective Safeguards (CP 04 11)**

Endorsement CP 04 11 Protective Safeguards replaces IL 04 15 Protective Safeguards. The new endorsement contains the same provisions as IL 04 15 and adds a symbol and description to recognize hood-and-duct fire extinguishing systems.

• **Radio or Television Antennas - Business Income or Extra Expense Endorsement (CP 15 50)**

In the list of forms to which CP 15 50 applies, reference to the Earthquake Form is removed. Since earthquake coverage is now provided by endorsing the Causes of Loss Form (Basic, Broad or Special) it is no longer necessary for CP 15 50 to include reference to the Earthquake Form.

• **Theft Exclusion Endorsement (CP 10 33)**

This endorsement is revised to include a Schedule to facilitate display of the location(s) to which the exclusion applies.

• **Utility Services Coverage Endorsements (CP 04 17, CP 15 45)**

Endorsements CP 04 17 Utility Services - Direct Damage and CP 15 45 Utility Services - Time Element are revised to make it explicit that transmission lines include all lines which serve in the transmission of power or communication service, including lines which may be identified as distribution lines.

These endorsements are revised to remove the qualification that the utility service property be located off the described premises (or outside a covered building, in the case of time element). With respect to a policy that was and is endorsed to cover utility services, there is no change in coverage. The revision to the coverage endorsements simply recognizes the revision to the underlying exclusion.

• **Windstorm or Hail Percentage Deductible Endorsement (CP 03 21)**

Paragraph D.1. of this endorsement is editorially revised to be consistent with the other sections of Paragraphs B., C. and D. of this endorsement. The previous wording of paragraph D.1. referred to "the property" without specifying that it is the property which has sustained loss or damage.

The following editorial changes have been made. The text of the endorsement no longer includes language pertaining to other causes or events that contribute concurrently or in any sequence to the loss because the underlying policy addresses that concept. Language is added to make it more explicit that this endorsement does not affect the impact of the policy's Water Exclusion or any other exclusion in the policy, and does not affect the application of a Flood Deductible if the policy (or another policy) provides coverage for Flood.

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# GENERAL LIABILITY ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION EXCLUSIONS

## ADVISORY NOTICE TO POLICYHOLDERS

Dear Valued Policyholder,

Thank you for selecting us as your carrier for your commercial insurance. Your renewal policy contains an exclusion regarding access or disclosure of personal information. There is more than one version of the exclusion and each is described below. Please note that not all of the forms or changes noted may apply to your specific policy. Any of the forms described in this notice may have comparable state specific forms in lieu of the forms mentioned below. In those situations, the title of the state forms on your policy will generally be very similar to one or more titles mentioned in this notice.

The changes described below would also apply to those state specific forms unless noted otherwise. In addition, this notice does not reference every change made to the endorsements or coverage forms, only material (or significant) changes.

Please read your policy and review your declaration page for complete coverage information. No coverage is provided by this notice, nor can it be construed to replace any provisions of your policy. If there are discrepancies between your policy and this notice, the provisions of the policy shall prevail. Should you have questions after reviewing the changes outlined below, please contact your broker or agent. Thank you for your business.

With respect to bodily injury and property damage arising out of access or disclosure of confidential or personal information, these changes are a reinforcement of coverage intent. Damages related to data breaches, and certain data-related liability, are not intended to be covered by various liability coverage parts. These types of damages may be more appropriately covered under certain coverage endorsements providing data compromise, attack and extortion and network security liability.

**CG 21 06 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited Bodily Injury Exception (For Use With The Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy

- Under Coverage A - Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Coverage B - Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

**CG 21 07 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - Limited Bodily Injury Exception Not Included (For Use With The Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy

- Under Coverage A - Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage. However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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- Under Coverage B - Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

**CG 21 08 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information (Coverage B Only) (For Use With The Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

**CG 04 37 05 14 - Electronic Data Liability (For Use With The Commercial General Liability Coverage Part)**

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy:

- Under Coverage A - Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Coverage B - Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in coverage.

**CG 33 53 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited Bodily Injury Exception (For Use With The Owners And Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)**

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

**CG 33 56 05 14 - Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - Limited Bodily Injury Exception Not Included (For Use With The Owners And Contractors Protective Liability and Products/Completed Operations Liability Coverage Parts)**

When this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, when this endorsement is attached, it will result in a reduction of coverage due to the deletion of an exception with respect to damages because of bodily injury arising out of loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

**CG 33 63 05 14 - Exclusion - Access, Disclosure Or Unauthorized Use Of Electronic Data (For Use With The Electronic Data Liability Coverage Part)**

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.

However, to the extent that damages arising out of theft or unauthorized viewing, copying, use, corruption, manipulation or deletion of electronic data by any Named Insured, past or present employee, temporary worker or volunteer worker of the Named Insured may extend beyond loss of electronic data arising out of such theft or the other listed items, this revision may be considered a reduction in coverage.

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## JURISDICTIONAL BOILER AND PRESSURE VESSEL INSPECTIONS

Most jurisdictions (cities or states) are governed by laws and regulations that require owners of boilers and pressure vessels to have their equipment inspected on a routine basis. Jurisdictions require that equipment is installed and operated according to these regulations, and it is the equipment breakdown engineering inspector's responsibility to verify the equipment complies with all requirements.

Liberty Mutual Equipment Breakdown is a National Board Accredited Authorized Inspector Agency. This designation is recognized by authorities having jurisdiction in the U.S. & provinces of Canada and gives Liberty Mutual commissioned inspectors the ability to perform jurisdictionally required inspection on boilers and pressure vessels at insured locations. We have field inspectors strategically located throughout the U.S. to perform boiler and pressure vessel inspection for our customers and clients.

To request a Jurisdictional Inspection please:

- Call the LMEB Hotline (877) 526-0020

Or

- Email your request to [LMEBinspections@libertymutual.com](mailto:LMEBinspections@libertymutual.com)

The assigned EB Risk Engineer will call to schedule within 24 - 48 hours. When requesting an inspection please include the following:

- Current Policy Number
- Location Address
- Contact Name
- Contact Phone Number and/or Email Address

## LIBERTY MUTUAL GROUP CALIFORNIA PRIVACY NOTICE Commercial Lines (excluding Workers' Compensation) (Effective January 1, 2020)

Liberty Mutual Group and its affiliates, subsidiaries, and partners (collectively "Liberty Mutual" or "we", "us" and "our") provide insurance to companies and other insureds. This Privacy Notice explains how we gather, use, and share your data. This Privacy Notice applies to you if you are a Liberty Mutual commercial line insured or are a commercial line claimant residing in California. It does not apply to covered employees or claimants under Workers' Compensation policies. If this notice does not apply to you, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) to review the applicable Liberty Mutual privacy notice.

### What Data Does Liberty Mutual Gather?

We may collect the following categories of data:

- Identifiers**, including a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security Number, driver's license number, or other similar identifiers.
- Personal Information** described in California Civil Code 1798.80(e), such as your name, signature, Social Security Number, physical characteristics, or description, address, telephone number, driver's license, or state identification card number, insurance policy number, education, employment, employment history, bank account number, financial information, medical information, or health insurance information.
- Protected classification characteristics** including age, race, color, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy, or childbirth and related medical conditions), sexual orientation, or veteran or military status.
- Commercial information** including records of personal property, products or services purchased, obtained or considered, or other purchasing or consuming histories and tendencies.
- Internet or other similar network activity** including browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
- Professional or employment related information** including current or past job history, or performance evaluations.
- Inferences drawn from other personal information** such as a profile reflecting a person's preferences, characteristics, psychological traits, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.
- Risk data** including data about your owning and/or accident history that may include data from consumer reporting agencies, such as your motor vehicle records and loss history information, health data or criminal convictions, and
- Claims data** including data about your previous and current claims, which may include data regarding your health, criminal convictions, third party reports, or other personal data.

For information about the types of personal data we have collected about California consumers in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link to the California Supplemental Privacy Policy.

### How We Get the Personal Data:

We gather your personal data directly from you. For example, you provide us with data when you:	We also gather your personal data from other people. For example:
• ask about, buy insurance or file a claim.	• your insurance agent or broker.
• pay your policy.	• your employer, association or business (if you are insured through them).

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• visit our websites, call us, or visit our office	• our affiliates or other insurance companies about your transactions with them
	• consumer reporting agencies, Motor Vehicle Departments, and inspection services, to gather your credit history, driving record, claims history, or value and condition of your property
	• other public directories and sources
	• third parties, including other insurers, brokers and insurance support organizations who you have communicated with about your policy or claim; anti-fraud databases, sanctions lists, court judgments and other databases, government agencies, open electoral register or in the event of a claim, third parties including other parties to the claim witnesses, expert loss adjusters and claim handlers
	• other third parties who take out a policy with us and are required to provide your data such as when you are named as a beneficiary or where a family member has taken out a policy which requires your personal data

For information about how we have collected personal data in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy

#### How Does Liberty Mutual Use My Data?

Liberty Mutual uses your data to provide you with our products and services, and as otherwise provided in this Privacy Notice. Your data may be used to

Business Purpose	Data Categories
<b>Market, sell and provide insurance.</b> This includes, for example: <ul style="list-style-type: none"> <li>calculating your premium,</li> <li>determining your eligibility for a quote;</li> <li>confirming your identity and service your policy.</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
<b>Manage your claim.</b> This includes, for example: <ul style="list-style-type: none"> <li>managing your claim if any;</li> <li>conducting claims investigations;</li> <li>conducting medical examinations;</li> <li>conducting inspections, appraisals;</li> <li>providing roadside assistance;</li> <li>providing rental car replacement, or repairs.</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> </ul>

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	<ul style="list-style-type: none"> <li>Risk data</li> <li>Claims data</li> </ul>
<b>Day to Day Business and Insurance Operations.</b> This includes, for example: <ul style="list-style-type: none"> <li>creating, maintaining, customizing and securing accounts;</li> <li>supporting day-to-day business and insurance related functions;</li> <li>doing internal research for technology development;</li> <li>marketing and creating products and services;</li> <li>conducting audits related to a current contact with a consumer and other transactions;</li> <li>as described all or before the point of gathering personal data or with your authorization.</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
<b>Security and Fraud Detection.</b> This includes, for example: <ul style="list-style-type: none"> <li>detecting security issues;</li> <li>protecting against fraud or illegal activity and to comply with regulatory and law enforcement authorities</li> <li>managing risk and securing our systems, assets infrastructure and premises; roadside assistance, rental car replacement, or repairs</li> <li>help to ensure the safety and security of Liberty staff, assets and resources, which may include physical and virtual access controls and access rights management;</li> <li>supervisory controls and other monitoring and reviews, as permitted by law, and emergency and business continuity management.</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
<b>Regulatory and Legal Requirements.</b> This includes, for example: <ul style="list-style-type: none"> <li>control and access rights management</li> <li>to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Liberty's assets, whether as a going concern or as part of bankruptcy, liquidation or similar proceeding, in which personal data held by Liberty is among the assets transferred;</li> <li>exercising and defending our legal rights and positions</li> <li>to meet Liberty contract obligations</li> <li>to respond to law enforcement requests and as required by applicable law, court order, or governmental regulations</li> <li>as otherwise permitted by law.</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>

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<b>Improve Your Customer Experience and Our Products.</b> This includes, for example: <ul style="list-style-type: none"> <li>improve your customer experience, our products and service;</li> <li>to provide support, personalize and develop our website products and services;</li> <li>create and offer new products and services</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
<b>Analytics to identify, understand and manage our risks and products.</b> This includes, for example: <ul style="list-style-type: none"> <li>conducting analytics to better identify understand and manage risk and our products</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Protected Classification Characteristics</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>
<b>Customer service and technical support.</b> This includes, for example: <ul style="list-style-type: none"> <li>answer questions and provide notifications</li> <li>provide customer and technical support.</li> </ul>	<ul style="list-style-type: none"> <li>Identifiers</li> <li>Personal Information</li> <li>Commercial Information</li> <li>Internet or other similar network activity</li> <li>Professional or employment related information</li> <li>Inferences drawn from other personal information</li> <li>Risk data</li> <li>Claims data</li> </ul>

#### How Does Liberty Mutual Share My Data?

Liberty Mutual does not sell your personal data as defined by the California Consumer Privacy Act

Liberty Mutual shares personal data of California consumers with the following categories of third parties:

- Liberty Mutual affiliates
- Service Providers
- Public entities and institutions (e.g. regulatory, quasi-regulatory, law or other authorities, law enforcement agencies, courts, arbitrational bodies, and fraud prevention agencies);
- Professional advisors including law firms, accountants, auditors, and tax advisors;
- Insurers, re-insurers, policy holders, and claimants; and
- As permitted by law.

Liberty Mutual shares the following categories of personal data regarding California consumers to service providers for business purposes:

Identifiers	Personal Data
Protected Classification Characteristics	Commercial Information
Internet or other similar network activity	Claims Data
Inferences drawn from other personal information	Risk Data
Professional, employment, and education information	

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For information about how we have shared personal information in the past twelve (12) months, please go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the link for the California Supplemental Privacy Policy

#### What Privacy Rights Do I Have?

The California Consumer Privacy Act provides California residents with specific rights regarding personal information. These rights are subject to certain exceptions. Our response may be limited as permitted under law.

#### Access or Deletion

You may have the right to request that Liberty Mutual disclose certain information to you about our collection and use of your personal data in the twelve (12) months preceding such request, including a copy of the personal data we have collected. You also may have the right to request that Liberty Mutual delete personal data that Liberty Mutual collected from you, subject to certain exceptions.

Specifically, you have the right to request that we disclose the following to you, in each case for the twelve (12) month period preceding your request:

- the categories of personal data we have collected about you;
- the categories of sources from which the personal data was collected;
- our business or commercial purpose for collecting personal data;
- the categories of third parties with whom we share personal data;
- the specific pieces of data we have collected about you;
- the categories of personal data about you if any that we have disclosed for monetary or other valuable consideration, including the categories of third parties to which we have disclosed the data, by category or categories of personal data for each third party to which we disclosed the personal data; and
- the categories of personal data about you that we disclosed for a business purpose.

You can make a request by either:

Calling	800-344-0197
Online	<a href="http://libertymutualgroup.com/privacy-policy/data">libertymutualgroup.com/privacy-policy/data</a> request
Mail	Attn: Privacy Office Liberty Mutual Insurance Company 175 Berkeley St., 6th Floor Boston, MA 02116

You may also make a verifiable consumer request on behalf of your minor child.

You or your authorized agent may only make a verifiable consumer request for access or data deletion twice within a twelve (12) month period. The verifiable consumer request must provide sufficient information that allows Liberty Mutual to reasonably verify that you are the person about whom Liberty Mutual collected personal data or an authorized representative of such person, and describe your request with sufficient detail that allows Liberty Mutual to properly understand, evaluate, and respond to it. For more information about how Liberty Mutual will verify your identity and how an authorized agent may make a request on your behalf, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

#### Response Timing

Liberty Mutual will respond to a verifiable consumer request within forty-five (45) days of its receipt. If more time is needed, Liberty Mutual will inform you of the reason and extension period in writing.

Any disclosures that will be provided will only cover the twelve (12) month period preceding our receipt of the verifiable consumer request. If Liberty Mutual is unable to fulfill your request, you will be provided with the reason that the request cannot be completed. For more information about how we will respond to requests, go to [libertymutual.com/privacy](http://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

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**Rights to opt in and out of data selling**

California consumers have the right to direct businesses not to sell your personal data (opt-out rights), and personal data of minors under 16 years of age will not be sold, as is their right, without their or their parents' opt-in consent. Liberty Mutual does not sell the personal data of consumers. For more information, go to [libertymutual.com/privacy](https://libertymutual.com/privacy) and click on the California Supplemental Privacy Policy.

**No account needed**

You do not need to create an account with Liberty Mutual to exercise your rights. Liberty Mutual will only use personal data provided in a request to review and comply with the request.

**No discrimination**

You have the right not to be discriminated against for exercising any of your CCPA rights. Unless permitted by the CCPA, exercising your rights will not cause Liberty Mutual to:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services; or
- Suggest that you may receive a different price or rate for goods or services, or a different level or quality of goods or services.

**Will Liberty Mutual Update This Privacy Notice?**

We reserve the right to make changes to this notice at any time and for any reason. The updated version of this policy will be effective once it is accessible. You are responsible for reviewing this policy to stay informed of any changes or updates.

**Who Do I Contact Regarding Privacy?**

If you have any questions or comments about this Notice or the Supplemental CCPA Notice, your rights or are requesting the Notice in an alternative format, please do not hesitate to contact Liberty Mutual at:

Phone: 800-344-0197  
Email: [privacy@libertymutual.com](mailto:privacy@libertymutual.com)  
Postal Address: Attn: Privacy Office  
Liberty Mutual Insurance Company  
175 Berkeley St., 6th Floor  
Boston, MA 02116

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Coverage is Provided in:  
Ohio Security Insurance Company

Policy Number:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

Named Insured & Mailing Address	Agent Mailing Address & Phone No.
ADVANCED RETAIL CONSTRUCTION, INC. PO Box 306 Newark, OH 43055	(740) 454-0790 THE YOUNG INS AGENCY, INC. PO BOX 578 ZANESVILLE, OH 43702-0578

Named Insured Is: CORPORATION

Named Insured Business Is: REMODELS RETAIL STORES

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

**SUMMARY OF COVERAGE PARTS AND CHARGES - CUSTOM PROTECTOR**

This policy consists of the Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them), and any other forms and endorsements issued to be part of this policy.

COVERAGE PART	CHARGES
Commercial Property	\$46.00
Commercial Inland Marine	\$182.00
Commercial General Liability	\$51,136.00
Total Charges for all of the above coverage parts: \$51,364.00	
Certified Acts of Terrorism Coverage: \$210.00 (Included)	

Note: This is not a bill

**IMPORTANT MESSAGES**

- This policy is auditable. Please refer to the conditions of the policy for details or contact your agent.
- Notice: The Employment-Related Practices Exclusion, CG 21 47, is added to this policy to clarify there is no coverage for liability arising out of employment-related practices. Please read this endorsement carefully.

Issue Date: 05/25/21  
Authorized Representative:

To report a claim, call your Agent or 1-800-365-6445

DS 70 21 11 16



Coverage is Provided in:  
Ohio Security Insurance Company

Policy Number:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

**Common Policy Declarations**

Named Insured	Agent
ADVANCED RETAIL CONSTRUCTION, INC. PO Box 306 Newark, OH 43055	(740) 454-0790 THE YOUNG INS AGENCY, INC. PO BOX 578 ZANESVILLE, OH 43702-0578

**SUMMARY OF LOCATIONS**

This policy provides coverage for the following under one or more coverage parts. Please refer to the individual coverage Declarations, Schedules, or the individual coverage forms for location or territory definition for that specific coverage part.

0000 2971 Marion Rd Newark, OH 43024-8500  
0002 11411 N Talon Blvd Phoenix, AZ 85028-2705

**POLICY FORMS AND ENDORSEMENTS**

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 06 17	Commercial General Liability Coverage Form - Occurrence
CG 04 27 03 11	Stop Gap - Employers Liability Coverage Endorsement - Ohio
CG 20 10 04 03	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG 20 37 03 13	Additional Insured - Owners, Lessees or Contractors - Completed Operations
CG 21 06 07 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion

We, the undersigned, we have caused this policy to be signed by our authorized officers:

Mark Touhey  
Secretary

David Long  
President

To report a claim, call your Agent or 1-844-325-2467  
DS 70 21 11 16



Coverage is Provided in  
Ohio Security Insurance Company

Policy Number:  
**BKS (22) 55 12 02 01**  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

#### Common Policy Declarations

Named Insured	Agent
ADVANCED RETAIL CONSTRUCTION INC PO Box 368 Newark, OH 43058	(740) 454-9791 THE YOUNG INS AGENCY INC PO BOX 578 ZANESVILLE, OH 43702-0578

#### POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap on Losses From Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 88 01 15	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 21 96 05 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 70 02 01 01	General Endorsement
CG 80 61 05 11	Amendment of Cancellation Provisions
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation of Liability Limits Same Occurrence
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 15	Commercial General Liability Extension
CG 88 60 12 08	Each Location General Aggregate Limit
CG 88 65 12 08	Voluntary Property Damage Extension
CG 88 67 12 08	Property Damage - Borrowed Equipment \$100,000 Limit
CG 88 70 12 09	Construction Projects-General Aggregate Limit (Per Project)
CG 88 72 12 08	Off Premises Property Damage Including Care, Custody or Control
CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations - Hazard
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 80 12 08	Property Damage - Customers' Goods \$100,000 Limit
CG 88 86 12 07	Excursion - Asbestos Liability

To report a claim, call your Agent or 1-844-325-2467

DS: 70 21 11 16

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Coverage is Provided in  
Ohio Security Insurance Company

Policy Number:  
**BKS (22) 55 12 02 01**  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

#### Common Policy Declarations

Named Insured	Agent
ADVANCED RETAIL CONSTRUCTION INC PO Box 368 Newark, OH 43058	(740) 454-9791 THE YOUNG INS AGENCY INC PO BOX 578 ZANESVILLE, OH 43702-0578

#### POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 89 56 11 10	Amendment of Occurrence Definition
CG 89 70 04 13	Amendment of Cancellation Provisions
CG 93 23 03 19	Blanket Additional Insured - Owners, Lessees, or Contractors - Automatic Status and Conform to Contract When Required in Written Construction Agreement
	Ongoing and Completed Operations
	Common Policy Conditions
CL 01 00 03 05	Amendatory Endorsement - OH
CL 01 26 01 01	Virus or Bacteria Exclusion
CL 07 00 10 06	Conditional Nuclear, Biological, and Chemical Terrorism Exclusion
CL 16 50 06 06	Property Floater Coverage Form
CM 88 04 02 15	Commercial Inland Marine Policy Endorsement - Ohio Combined Coverage
CP 00 10 10 12	Building and Personal Property Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 23 04 08	Ohio Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 36 10 12	Causes of Loss - Special Form
CP 88 04 03 16	Removal Permit
CP 88 44 02 15	Equipment Breakdown Coverage Endorsement
CP 90 59 12 12	Identity Theft, Administrative Services and Expense Coverage
CP 94 42 01 15	Custom Protector Plus Endorsement
CP 97 17 12 20	Cyber Incident Exclusion
IL 00 17 11 08	Common Policy Conditions
IL 00 27 09 03	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 44 09 07	Ohio Changes - Cancellation and Nonrenewal

To report a claim, call your Agent or 1-844-325-2467

DS: 70 21 11 16

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Coverage is Provided in  
Ohio Security Insurance Company

Policy Number:  
**BKS (22) 55 12 02 01**  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

#### Common Policy Declarations

Named Insured	Agent
ADVANCED RETAIL CONSTRUCTION INC PO Box 368 Newark, OH 43058	(740) 454-9791 THE YOUNG INS AGENCY INC PO BOX 578 ZANESVILLE, OH 43702-0578

#### POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
IL 02 55 01 20	Automatic Changes - Cancellation and Nonrenewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 01 15	Cap on Losses From Certified Acts of Terrorism
IL 09 96 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
IL 88 11 12 11	Ohio Changes - Cancellation and Nonrenewal
IL 88 54 11 26	Actual Cash Value
IM 01 85 08 07	Amendatory Endorsement - Ohio
LC 58 00 02 17	Ohio Punitive or Exemplary Damages Exclusion

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To report a claim, call your Agent or 1-844-325-2467

DS: 70 21 11 16

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Coverage is Provided in:  
Ohio Security Insurance Company

Policy Number:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

Commercial Property  
Declarations

**Named Insured**

**Agent**

ADVANCED RETAIL CONSTRUCTION INC (740) 454-9791  
THE YOUNG INS AGENCY INC

**SUMMARY OF CHARGES**

Explanation of Charges	DESCRIPTION	PREMIUM
	Property Schedule Total	\$42.00
	Certified Acts of Terrorism Coverage	\$2.00
	<b>Total Advance Charges:</b>	<b>\$48.00</b>
	<i>Note: This is not a bill</i>	

To report a claim, call your Agent or 1-844-325-2467

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Coverage is Provided in:  
Ohio Security Insurance Company

Policy Number:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

Commercial Property  
Declarations Schedule

**Named Insured**

**Agent**

ADVANCED RETAIL CONSTRUCTION INC (740) 454-9791  
THE YOUNG INS AGENCY INC

**SUMMARY OF PROPERTY COVERAGES - BY LOCATION**

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 5971 Marion Rd, Newark, OH 43055-8502

Property Description:  
Characteristics

Construction: Frame

Your Business  
Personal Property  
Coverage

Occupancy: Carpentry - Office

Description	
Limit of Insurance - Replacement Cost	\$2,652
Coinurance	80%
Covered Causes of Loss	
Special Form - Including Theft	
Deductible - All Covered Causes of Loss Unless Otherwise Stated	\$500
<b>Premium</b>	<b>\$26.00</b>

Equipment  
Breakdown  
Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limit and deductible shown for the Building. Your Business Personal Property, Your Business Personal Property at Others, Tenant's Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

**Premium \$ 0.00**

To report a claim, call your Agent or 1-844-325-2467

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Coverage is Provided in:  
Ohio Security Insurance Company

Policy Number:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

Commercial Property  
Declarations Schedule

**Named Insured**

**Agent**

ADVANCED RETAIL CONSTRUCTION INC (740) 454-9791  
THE YOUNG INS AGENCY INC

**SUMMARY OF OTHER PROPERTY COVERAGES**

Identity Theft Administrative Services And Expense Coverage	Description	
	Limit of Insurance	Sec. Endorsement CP9055
	<b>Premium</b>	<b>\$12.00</b>
Property Extension Endorsement	Description	
	Custom Protector Plus Endorsement	\$5.00
	<b>Premium</b>	<b>\$9.00</b>
<b>Commercial Property Schedule Total:</b>		<b>\$47.00</b>

To report a claim, call your Agent or 1-844-325-2467

DS 70 23 01 00 05/25/21 05/20/21 10295634 SEC PCXOPPHC INSURED COP+ 064041 PAGE 41 OF 28

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Coverage Is Provided In  
Ohio Security Insurance Company

Policy Number:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

Commercial Inland Marine  
Declarations

Named Insured Agent  
ADVANCED RETAIL CONSTRUCTION INC (740) 454-0791  
THE YOUNG INS AGENCY INC

#### SUMMARY OF CHARGES

Explanation of Charges	DESCRIPTION	PREMIUM
	Commercial Inland Marine Schedule Totals	\$172.00
	Certified Acts of Terrorism Coverage	\$5.00
	<b>Total Advance Charges:</b>	<b>\$182.00</b>

Note: This is not a BP

To report a claim, call your Agent or 1-844-325-2467

DS TO 22 01 08 55120201 10220001 56 PCXOPPH0 INSURED COPY 00434 PAGE 41 OF 22



Coverage Is Provided In  
Ohio Security Insurance Company

Policy Number:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

Commercial Inland Marine  
Declarations Schedule

Named Insured Agent  
ADVANCED RETAIL CONSTRUCTION INC (740) 454-0791  
THE YOUNG INS AGENCY INC

#### Property Floater Coverage Tools and Equipment

ITEM	DESCRIPTION	LIMIT INSURANCE
1	Blanket Coverage	\$17,500
	<b>Coverage Extensions</b>	
	Debris Removal	\$5,000
	Preservation of Property	10 days
	Fire Department Service Charge	\$1,000
	Pollution Cleanup and Removal	\$10,000
	Deductible	\$500
	Coinsurance	Not Applicable

To report a claim, call your Agent or 1-844-325-2467

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Coverage Is Provided In  
Ohio Security Insurance Company

Policy Number:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

Commercial General Liability  
Declarations  
Basic Occurrence

Named Insured Agent  
ADVANCED RETAIL CONSTRUCTION INC (740) 454-0791  
THE YOUNG INS AGENCY INC

#### SUMMARY OF LIMITS AND CHARGES

Commercial General Liability Limits of Insurance	DESCRIPTION	LIMIT
	Each Occurrence Limit	1,000,000
	Damage To Premises Rented To You Limit (Any One Premises)	1,000,000
	Medical Expense Limit (Any One Person)	15,000
	Personal and Advertising Injury Limit	1,000,000
	General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
	Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges	DESCRIPTION	PREMIUM
	General Liability Schedule Totals	\$0,932.00
	Certified Acts of Terrorism Coverage	204.00
	<b>Total Advance Charges:</b>	<b>\$51,136.00</b>

Note: This is not a BP

To report a claim, call your Agent or 1-844-325-2467

DS TO 22 01 08 55120201 10220001 56 PCXOPPH0 INSURED COPY 00434 PAGE 41 OF 22



Coverage Is Provided In  
Ohio Security Insurance Company

Policy Number:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

Commercial General Liability  
Declarations Schedule

Named Insured Agent  
ADVANCED RETAIL CONSTRUCTION INC (740) 454-0791  
THE YOUNG INS AGENCY INC

#### SUMMARY OF CLASSIFICATIONS - BY LOCATION

0001 5971 Marion Rd Newark, OH 43055-8507

Insured: ADVANCED RETAIL CONSTRUCTION INC

CLASSIFICATION - 91347  
Carpeting NOX

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premises Operations	24,000 Dollars Of Payroll	9.171	\$220.00
	<b>Total</b>		<b>\$220.00</b>
Products/Completed Operations		7.240	\$175.00
	<b>Total</b>		<b>\$175.00</b>

CLASSIFICATION - 91347  
Carpeting NOX

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premises Operations	340,875 Dollars Of Payroll	9.171	\$3,126.00
	<b>Total</b>		<b>\$3,126.00</b>
Products/Completed Operations		7.240	\$2,487.00
	<b>Total</b>		<b>\$2,487.00</b>

To report a claim, call your Agent or 1-844-325-2467

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COMMERCIAL GENERAL LIABILITY  
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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is assumed unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer.

(2) Receive a written or verbal demand or claim for damages because of the "bodily injury" or "property damage", or

(3) Become aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages.

(1) That the insured would have in the absence of the contract or agreement.

(2) Assumed in a contract or agreement that it is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

If the "occurrence" which caused the "bodily injury" or "property damage" involved that which is descriptive in Paragraph (1), (2) or (3) above. However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

6. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned, occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building or equipment; that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured, or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts if such fuels, lubricants or other operating fluids escape from a vehicle designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of

the operations being performed by such insured contractor or subcontractor.

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(e) At or from any premises, site or location on which any insured or any contractor or subcontractor working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants";

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft; owned or operated by or rented or loaned to any insured. Use includes operation and loading or unloading.

This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore or premises you own or rent.

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge.

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured.

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a self-propelled vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph (1), (2) or (3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warfare action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Promises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work, or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property".

If such product, work, or property is withdrawn, or recalled from the market, or from use by any person or organization, because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored on, or created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media, which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA) including any amendment or of addition to such law;
- (2) The CAN-SPAM Act of 2003 including any amendment or of addition to such law;
- (3) The Fair Credit Reporting Act (FCRA) and any amendment or of addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA) or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c, through n, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

**COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

**COVERAGE C - MEDICAL PAYMENTS****1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) Or ways next to premises you own or rent; or
- (3) Because of your operations provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical services, X-ray and dental services including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury"

**a. Any Insured**

To any insured except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**2. Exclusions**

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication in any manner, of material, whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

**e. Contractual Liability**

"Personal and advertising injury" to which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**g. Quality Or Performance Of Goods - Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement". However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion the placing of frames, borders or links or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or meta-tag or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that an insured or other test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

**o. War**

"Personal and advertising injury" however caused arising directly or indirectly out of:

- (1) War, including undeclared or civil war;
- (2) Warfare action by a military force including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA) including any amendment or of addition to such law;
- (2) The CAN-SPAM Act of 2003 including any amendment or of addition to such law;
- (3) The Fair Credit Reporting Act (FCRA) and any amendment or of addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA) or



- c. **Injury On Normally Occupied Premises.**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws.**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletic Activities.**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletics contests.
- f. **Products-Completed Operations Hazard.**  
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions.**  
Excluded under Coverage A.

#### SUPPLEMENTAL PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim, we investigate or settle, or any "suit" against an insured we defend:
- All expenses we incur.
  - Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - At reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$250 a day because of time off from work.
  - All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract".
  - This insurance applies to such liability assumed by the insured.
  - The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract".
  - The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee.
3. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
4. The indemnitee:
- Agrees in writing to:
    - Cooperate with us in the investigation, settlement or defense of the "suit".
    - Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit".
    - Notify any other insurer whose coverage is available to the indemnitee; and
    - Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee and

- (2) Provides us with written authorization to:

- Obtain records and other information related to the "suit", and
- Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section 1 - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or the conditions set forth above, or the terms of the agreement described in Paragraph 1. above are no longer met.

#### SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
- An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
  - A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business;
  - A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds but only with respect to their duties as your managers;
  - An organization other than a partnership joint venture or limited liability company you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

#### 2. Each of the following is also an insured

- Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - "Bodily injury" or "personal and advertising injury".
    - To you, in your partnership or members (if you are a partnership or joint venture) to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business.
  - To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above.
  - If there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above, or
  - Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property
- Owned, occupied or used by
  - Rented to, in the care custody or control of, or over which physical control is being exercised for any purpose by
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company).

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- Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - Any person or organization having proper or temporary custody of your property if you die, but only:
    - With respect to liability arising out of the maintenance or use of that property; and
    - Until your legal representative has been appointed.
  - Your legal representative if you die but only with respect to claims as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
  - Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquire or formed the organization; and
  - Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

#### SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below for the most we will pay regardless of the number of:
- Insureds.
  - Claims made or "suits" brought, or
  - Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- Medical expenses under Coverage C,

- Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and
  - Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- Damages under Coverage A; and
  - Medical expenses under Coverage C
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months starting with the beginning of the policy period shown in the Declarations unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy.**  
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
- How, when and where the "occurrence" or offense took place;
  - The names and addresses of any injured persons and witnesses; and
  - The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
- Immediately record the specifics of the claim or "suit" and the date received; and
  - Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit".
  - Authorize us to obtain records and other information.
  - Cooperate with us in the investigation or settlement of the claim or defense against the "suit", and
  - Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### 3. Legal Action Against Us

- No person or organization has a right under this Coverage Part:
- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
  - To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph 4. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in Paragraph 4. below.

##### b. Excess Insurance

- (1) This insurance is excess over:
- Any of the other insurance whether primary, excess, contingent or on any other basis;
  - That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g of Section 1 - Coverage A - Bodily Injury And Property Damage Liability.

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- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit." If any other insurer has a duty to defend the insured against that "suit," if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
- The total amount that all such other insurance would pay to the loss in the absence of this insurance, and
  - The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Coverage Part.
- c. Method Of Sharing**
- If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
- 5. Premium Audit**
- We will compute all premiums for the Coverage Part in accordance with our rules and rates.
  - Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
  - The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- 6. Representations**
- By accepting this policy, you agree:
- The statements in the Declarations are accurate and complete;
  - Those statements are based upon representations you made to us; and
  - We have issued this policy in reliance upon your representations.
- 7. Separation Of Insureds**
- Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
- As if each Named Insured were the only Named Insured, and
  - Separately to each insured against whom claim is made or "suit" is brought.
- 8. Transfer Of Rights Of Recovery Against Others To Us**
- If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and we will enforce them.
- 9. When We Do Not Renew**
- If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.
- If notice is mailed, proof of mailing will be sufficient proof of notice.

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## SECTION V - DEFINITIONS

- "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- "Auto" means:
  - A land motor vehicle, trailer or semitrailer, designed for travel on public roads, including any attached machinery or equipment; or
  - Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment."
- "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- "Coverage territory" means:
  - The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a, above; or
  - All other parts of the world if the injury or damage arises out of:
    - Goods or products made or sold by you in the territory described in Paragraph a, above;
    - The activities of a person whose home is in the territory described in Paragraph a, above, but is away for a short time on your business; or
- "Personnel and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a, above or in a settlement we agree to.
- "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
- "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- "Impaired property" means tangible property other than "your product" or "your work," that cannot be used or is less useful because:
  - It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- "Insured contract" means:
  - A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - A slotrack agreement;
  - Any easement or license agreement except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance to indemnify a municipality except in connection with work for a municipality;
  - An elevator maintenance agreement;

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- That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - Giving directions or instructions or failing to give them if that is the primary cause of the injury or damage; or
  - Under which the insured, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (2) above and supervisory, inspector, architectural or engineering activities.
- 10. "Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."
- 11. "Loading or unloading"** means the handling of property:
- After it is moved from the place where it is acquired for movement into or onto an aircraft, watercraft, or "auto";
  - While it is in, on or on an aircraft, watercraft, or "auto"; or
  - While it is being moved from an aircraft, watercraft, or "auto" to the place where it is finally delivered.
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, or "auto."
- 12. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- Buildings, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own, or rent;
  - Vehicles that travel on crawler treads;
  - Vehicles, whether self-propelled or not maintained primarily to provide mobility to permanently mounted:
    - Power cranes, shovels, loaders, diggers or drills; or
    - Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - Vehicles not described in Paragraph a, b, c, or d, above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - Air compressors, pumps and generators including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment; or
    - Cherry pickers and similar devices used to raise or lower workers;
- Vehicles not described in Paragraph a, b, c, or d, above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- Equipment designed primarily for:
    - Snow removal;
    - Road maintenance but not construction or resurfacing; or
    - Street cleaning;
  - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - Air compressors, pumps and generators including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law are considered "autos."
- 13. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury"** means injury, including consequential "bodily injury" arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
  - Malicious prosecution;
  - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - The use of another's advertising idea in your advertisement; or
  - Infringing upon another's copyright, trade dress or slogan in your advertisement.
- 15. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 16. "Products-completed operations hazard"**
- Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - Products that are still in your physical possession or
    - Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - When all of the work called for in your contract has been completed;
      - When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;
      - When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement but which is otherwise complete, will be treated as completed.
  - Does not include "bodily injury" or "property damage" arising out of:
    - The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the "loading or unloading" of that vehicle by any insured;
    - The existence of tools, uninstalled equipment, or abandoned or unused materials; or
    - Products or operations for which the classification, listed in the Declarations or in a Policy Schedule, states that product-completed operations are subject to the General Aggregate Limit.
- 17. "Property damage"** means:
- Physical injury to tangible property including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

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b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on created or used on, or transmitted to or from computer software, including systems and applications, software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Sue" means a civil proceeding in which damages because of "bodily injury," "property damage," or "personal and advertising injury" to which this insurance applies are alleged. "Sue" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

## 21. "Your product"

### a. Means

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by

(a) You;

(b) Others trading under your name, or

(c) A person or organization whose business or assets you have acquired, and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

### b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others, but not sold.

## 22. "Your work"

### a. Means

(1) Work or operations performed by you or on your behalf, and

(2) Materials, parts or equipment furnished in connection with such work or operation.

### b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## STOP GAP - EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - OHIO

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Limits Of Insurance	
Bodily Injury By Accident \$	1000000 Each Accident
Bodily Injury By Disease \$	1000000 Aggregate Limit
Bodily Injury By Disease \$	1000000 Each Employee

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following is added to Section I - Coverages:

### Coverage - Stop Gap - Employers Liability

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated by Ohio Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation, or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

#### (1) The:

(a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";

(b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and

(c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a worker's compensation law of Ohio, and

#### (2) The:

(a) "Bodily injury by accident" is caused by an accident that occurs during the policy period, or

(b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

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c. The damages we will pay, where recovery is permitted by law, include damages for:

(1) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of "bodily injury by accident" or "bodily injury by disease" to your "employee";

(2) Care and loss of services resulting from the injury referred to in c.(1); and

(3) "Bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee" as a consequence of the injury referred to in c.(1);

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you.

## 2. Exclusions

This insurance does not apply to:

### a. Intentional Injury

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

### b. Fines Or Penalties

Any assessment, penalty or fine levied by any regulatory inspection agency or authority.

### c. Statutory Obligations

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### d. Contractual Liability

Liability assumed by you under any contract or agreement.

## e. Violation Of Law

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

## f. Termination, Coercion Or Discrimination

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, ostracism, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

## g. Failure To Comply With "Workers' Compensation Law"

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

(1) Deprived of common law defenses; or

(2) Otherwise subject to penalty because of your failure to secure your obligations or other failure to comply with any "workers' compensation law".

## h. Violation Of Age Laws Or Employment Of Minors

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

(1) Knowingly employed by you in violation of any law as to age; or

(2) Under the age of 14 years, regardless of any such law.

## i. Federal Laws

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

(1) The Federal Employer's Liability Act (45 USC Section 51-60);

(2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

(3) The Longshore and Harbor Workers' Compensation Act (35 USC Sections 910-950);

(4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);

(5) The Defense Base Act (42 USC Sections 1651-1654);

(6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 801-942);

(7) The Migrant and Seasonal Agricultural Workers Protection Act (29 USC Sections 1801-1872);

(8) Any other workers' compensation, unemployment, disability laws or any similar law; or

(9) Any subsequent amendments to the laws listed above.

## j. Punitive Damages

Multiple, exemplary or punitive damages.

## k. Crew Members

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The Supplementary Payments provisions apply to Coverage - Stop Gap Employers Liability as well as to Coverages A and B.

C. For the purposes of this endorsement, Section II - Who Is An Insured, is replaced by the following:

If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;

2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business;

3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. For the purposes of this endorsement, Section III - Limits Of Insurance, is replaced by the following:

1. The Limits Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought, or

c. Persons or organizations making claims or bringing "suits".

2. The "Bodily Injury By Accident" - Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.

3. The "Bodily Injury By Disease" - Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".

4. Subject to Paragraph D.3. of this endorsement, the "Bodily Injury By Disease" - Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

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The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. For the purposes of this endorsement, Paragraph 2. Duties In The Event Of Occurrence, Claim Or Suit of the Conditions in Section IV is replaced by the following:

**2. Duties In The Event Of Injury, Claim Or Suit**

a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us and assist us as we may request, in the investigation or settlement of the claim or defense against the "suit";

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and

(5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid without our consent.

F. For the purposes of this endorsement, Paragraph 4. of the Definitions Section is replaced by the following:

**4. "Coverage territory" means**

a. The United States of America (including its territories and possessions) Puerto Rico and Canada;

b. International waters or airspace but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world, if the injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but who is away for a short time on your business.

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions) Puerto Rico, or Canada, in a suit on the merits, according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the Definitions Section:

1. "Workers' Compensation Law" means the Workers' Compensation Law and any Occupational Disease Law of Ohio. This does not include provisions of any law providing non-occupational disability benefits.

2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".

3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

POLICY NUMBER

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)

AS APPLICABLE TO WRITTEN CONTRACT

LOCATION OF OPERATION

EXCLUDED OPERATIONS

Location(s) Of Covered Operations

ADDRESS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf.

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide to such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):

POMER LEONARD L. CUSHING  
SEN GENERAL ENDORSEMENT C07601  
212 E. LAM TULHAR BLVD STE 1000

TAMING, TX 75039

Location(s) Of Covered Operations

TAMING

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf.

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):

The City of Pasadena

311 E. Garfield Ave

PASADENA, CA 91101

Location(s) Of Covered Operations

Pasadena

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf.

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s)  
The City of Pasadena

101 N Garfield Ave

PASADENA, CA 91101

Location And Description Of Completed Operations  
see belowPasadena  
see below

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

However

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

B. With respect to the insurance afforded to these additional insureds the following is added to Section III - Limits Of Insurance.

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations

whichever is less.  
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY - WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following

**2. Exclusions**

This insurance does not apply to

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of

- (1) Any access to or disclosure of any person's or organization's confidential or personal information including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury"

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

**2. Exclusions**

This insurance does not apply to

Access Or Disclosure Of Confidential Or Personal Information

"Personal" and "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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COMMERCIAL GENERAL LIABILITY  
CG 21 47 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EMPLOYMENT - RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to "Bodily injury" to

- (1) A person arising out of any
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment or
  - (c) Employment-related practices, policies acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed

This exclusion applies

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment, or after employment of that person;
- (2) Whether the insured may be liable as an employer, or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury

B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to "Personal and advertising injury" to

- (1) A person arising out of any
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment or
  - (c) Employment-related practices, policies acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed

This exclusion applies

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment, or after employment of that person;
- (2) Whether the insured may be liable as an employer, or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury

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COMMERCIAL GENERAL LIABILITY  
CG 21 67 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

**2. Exclusions**

This insurance does not apply to

Fungi or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened inhalation or ingestion of contact with, exposure to, existence of, or presence of any "fungi" or "bacteria" or within a building or structure including its contents, regardless of whether any other cause event material or product contributed concurrently or in any sequence to such injury or damage;
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remedial, or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

**2. Exclusions**

This insurance does not apply to

Fungi or Bacteria

- a. "Personal and advertising injury" which would not have taken place in whole or in part but for the actual, alleged or threatened inhalation or ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria or within a building or structure including its contents, regardless of whether any other cause event material or product contributed concurrently or in any sequence to such injury;
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remedial, or disposing of, or in any way responding to, or assessing the effects of "fungi" or bacteria by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:  
"Fungi" means any type or form of fungus, including mold or mildew, and any myceliums, spores, sclerotia or by-products produced or released by fungi.

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COMMERCIAL GENERAL LIABILITY  
CG 21 70 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insured deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million, in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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COMMERCIAL GENERAL LIABILITY  
CG 21 76 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES  
RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A. The following exclusion is added:
- This insurance does not apply to:
- TERRORISM PUNITIVE DAMAGES**
- Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.
- B. The following definition is added:
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million, in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. The terms and limitations of any terrorism exclusion or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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COMMERCIAL GENERAL LIABILITY  
CG 21 86 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EXTERIOR INSULATION  
AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement of any "exterior" insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
  2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior" insulation and finish system" or any substantially similar system" is used on the part of that structure containing that component, fixture or feature.
- B. The following definition is added to the Definitions Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts, then used on any part of any structure and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
  2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
  3. A reinforced or unreinforced base coat;
  4. A finish coat providing surface texture to which color may be added; and
  5. Any flashing, caulking or sealant used with the system for any purpose.

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COMMERCIAL GENERAL LIABILITY  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING  
NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM  
(RELATING TO DISPOSITION OF FEDERAL  
TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A. Applicability Of The Provisions Of This Endorsement
1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
    - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
    - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
      - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
      - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
      - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
  2. If the provisions of this endorsement become applicable such provisions:
    - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

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b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism" will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

- That involve the following or preparation for the following:
  - Use or threat of force or violence; or
  - Commission or threat of a dangerous act or
  - Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- The effect is to intimidate or coerce a government or the civilian population or any segment thereof or to disrupt any segment of the economy; or
- It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) philosophy or ideology

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury" "property damage" "personal and advertising injury," "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

#### EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination, or
- Radioactive material is released and it appears that one purpose of the "terrorism" was to release such material; or
- The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- Pathogenic or poisonous biological or chemical materials are released and it appears that one purpose of the "terrorism" was to release such materials.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

COMMERCIAL GENERAL LIABILITY  
CG 21 96 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2, Exclusions of Section 1 - Coverage A - Bodily Injury And Property Damage Liability:

#### 2. Exclusions

This insurance does not apply to:  
**Silica Or Silica-Related Dust**

- "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust";
- "Property damage" arising, in whole or in part, out of the actual alleged, threatened or suspected contact with exposure to, existence of, or presence of, "silica" or "silica-related dust";
- Any loss, cost or expense arising in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of or in any way responding to or assessing the effects of, "silica" or "silica-related dust" by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2, Exclusions of Section 1 - Coverage B - Personal And Advertising Injury Liability:

#### 2. Exclusions

This insurance does not apply to:  
**Silica Or Silica-Related Dust**

- "Personal and advertising injury" arising in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust";
- Any loss, cost, or expense arising in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

- "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
- "Silica-related dust" means a mixture or combination of silica and other dust or particles.

COMMERCIAL GENERAL LIABILITY  
CG 22 79 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2, Exclusions of Section 1 - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2, Exclusions of Section 1 - Coverage B - Personal And Advertising Injury Liability:

1. This insurance does not apply to "bodily injury" "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf but only with respect to either or both of the following operations:

- Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; or

- Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

2. Subject to Paragraph 3, below, professional services include:

- Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- Supervisory or inspection activities performed as part of any related architectural or engineering activities.

3. Professional services do not include services within construction means, methods, techniques, sequences and procedures, employed by you in connection with your operations in your capacity as a construction contractor.

COMMERCIAL GENERAL LIABILITY  
CG 24 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the Definitions section is replaced by the following:

"Insured contract" means:

- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".
- A sidetrack agreement.
- Any easement or license agreement except in connection with construction or demolition operations on or within 50 feet of a railroad.
- An obligation, as required by ordinance to indemnify a municipality except in connection with work for a municipality.
- An elevator maintenance agreement.
- That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization provided the "bodily injury" or "property damage" is caused in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnels, underpass, or crossing.
- That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - Giving directions or instructions or failing to give them, if that is the primary cause of the injury or damage.
- Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (2) above and supervisory inspection architectural or engineering activities.

## General Endorsement

POLICY NUMBER:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

This Endorsement Changes The Policy. Please Read It Carefully.

THIS ENDORSEMENT INCLUDES THE DEFINITION  
ADDING CORP. - AMENDMENT OF  
CANCELLATION PROVISIONS IN FAVOR OF  
PERAFFINITY CONSTRUCTION  
COMPANY LLC (GENERAL CONTRACTOR)  
STEELIC CORPORATION (OWNER)  
THE AFFINITY CORPORATION (ARCHITECT)  
MR. ALDRIDGE BNA, SUITE 100  
ADD THE HEADQUARTERS, IL CORP.

To report a claim, call your Agent or  
CG76 02 01 01

Page 1 of 2

## General Endorsement

POLICY NUMBER:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

To report a claim, call your Agent or  
CG76 02 01 01

Page 2 of 2

## General Endorsement

POLICY NUMBER:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

This Endorsement Changes The Policy. Please Read It Carefully.

THIS ENDORSEMENT INCLUDES THE DEFINITION  
THE ADDITIONAL INSURANCE TO BE OBTAINED  
FOR THE POLICY IN FAVOR OF  
CONSTRUCTION COMPANY LLC (GENERAL CONTRACTOR)  
STEELIC CORPORATION (OWNER)  
THE AFFINITY CORPORATION (ARCHITECT)  
MR. ALDRIDGE BNA, SUITE 100  
ADD THE HEADQUARTERS, IL CORP.

To report a claim, call your Agent or  
CG76 02 01 01

Page 1 of 2

## General Endorsement

POLICY NUMBER:  
BKS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

To report a claim, call your Agent or  
CG76 02 01 01

Page 2 of 2

## General Endorsement

POLICY NUMBER  
BNS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

This Endorsement Changes The Policy. Please Read It Carefully.

WITH RESPECT TO POLICY FOR VOISMAN  
REALLY THE COMPLETE NAME SHALL BE  
VOISMAN REALTY TRUST AS AGENT  
FOR THE COMMERCIAL REAL ESTATE MANAGEMENT  
THE POLICY & DATE  
PARAMETER IN THE

To report a claim, call your Agent or  
CG 80 61 05 11

Page 1 of 2

## General Endorsement

POLICY NUMBER  
BNS (22) 55 12 02 01  
Policy Period:  
From 05/22/2021 To 05/22/2022  
12:01 am Standard Time  
at Insured Mailing Location

To report a claim, call your Agent or  
CG 80 61 05 11

Page 1 of 2

COMMERCIAL GENERAL LIABILITY  
CG 80 61 05 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

## SCHEDULE

1. Name:  
VOISMAN REALTY TRUST
2. Address:  
1000 TOWN SQUARE  
SUITE 2000, KIRKLAND AVENUE, SUITE 2000  
KIRKLAND, WA 98033
3. Number of days advance notice:

All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY  
CG 80 61 05 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

## SCHEDULE

1. Name:  
VOISMAN REALTY TRUST
2. Address:  
1000 TOWN SQUARE  
SUITE 2000, KIRKLAND AVENUE, SUITE 2000  
KIRKLAND, WA 98033
3. Number of days advance notice:

All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY  
CG 80 61 05 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

## SCHEDULE

1. Name:  
BOMI STREET LEMO, LLC
2. Address:  
601 BROADWAY ONE FLOOR  
C/O THE KING GROUP  
NEW YORK, NY 10011
3. Number of days advance notice:  
30

All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY  
CG 80 61 05 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

## SCHEDULE

1. Name:  
VERMONT REALTY TRUST
2. Address:  
100 ROUTE 1 EAST  
PAJUNSKI, IN 07643
3. Number of days advance notice:  
30

All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY  
CG 80 61 05 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

## SCHEDULE

1. Name:  
BOISE DALL LLC  
BOISE TOWER SQUARE
2. Address:  
200 N. BROADWAY  
BOISE, ID 83725
3. Number of days advance notice:  
30

All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY  
CG 80 61 05 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the person or organization shown in the Schedule below. In no event will the notice to the person or organization scheduled below exceed the notice to the first named insured.
- B. Our obligation to send notice to the person or organization listed in the Schedule below will terminate at the earlier of the current policy period expiration or when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation.

## SCHEDULE

1. Name:  
THE CITY OF BOZEMAN
2. Address:  
100 SOUTH GATE  
BOZEMAN, MT 59717
3. Number of days advance notice:  
30

All other terms and conditions of this policy remain unchanged.



COMMERCIAL GENERAL LIABILITY  
CG 84 84 12 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CONSOLIDATED INSURANCE PROGRAMS  
(WRAP-UP)

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraphs 2. of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury and Coverage C - Medical Payments:

## 2. Exclusions

This insurance does not apply to:

"Bodily injury", "property damage", "personal injury and advertising injury" or medical expenses arising directly or indirectly out of your current ongoing operations or included within the "products-completed operations hazard" at any site or location where you or your subcontractors or employees working on your behalf are performing or previously performed operations, if any insured under this policy entered into contracts or agreements commonly referred to as consolidated insurance programs (Wrap-Up) providing general liability coverage at that site or location.

However, this exclusion does not apply to other jobs or work that you performed at such site or location if such other jobs or work were not done as part of contracts or agreements commonly referred to as consolidated insurance programs (Wrap-Up).

This exclusion applies whether or not the consolidated insurance programs (Wrap-Up):

- Provide coverage identical to that provided by this coverage part;
- Have limits adequate to cover all claims; or
- Remain in effect.

B. The following is added to Section IV - Commercial General Liability Conditions, Paragraph 5. Premium Audit:

In computing premium for this policy, we will not include any payroll or costs paid to your subcontractor for work at any site or location where any insured under this policy has entered into contracts or agreements commonly referred to as consolidated insurance programs (Wrap-Up) providing insurance coverage at that site or location prior to your work at such site or location.

A copy of the consolidated insurance program (Wrap-Up) certificate or similar documents issued to you verifying coverage must be provided to us when we audit this policy.

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COMMERCIAL GENERAL LIABILITY  
CG 84 99 01 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CUMULATION OF LIABILITY LIMITS  
(SAME OCCURRENCE)

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 5. under Section III - Limits Of Insurance:

Non-Cumulation of Liability - Same Occurrence - If one "occurrence" causes "bodily injury" or "property damage" during the policy period and during the policy period of one or more prior or future general liability policies issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policies because of such "occurrence."

For purposes of this endorsement, the term "us" also includes any other company that is or was part of the Liberty Mutual Agency Corporation division of Liberty Mutual Group.

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COMMERCIAL GENERAL LIABILITY  
CG 84 99 06 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CUMULATION OF LIABILITY LIMITS  
(SAME OCCURRENCE)

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 5. under Section III - Limits Of Insurance:

Non-Cumulation of Liability - Same Occurrence - If one "occurrence" causes "bodily injury" or "property damage" during the policy period and during the policy period of one or more prior or future general liability policies issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policies because of such "occurrence."

For purposes of this endorsement, the term "us" also includes all policies issued by any company within the Liberty Mutual Agency Markets division of Liberty Mutual Group.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

#### A. NON-OWNED AIRCRAFT

Under Paragraph 2, Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

#### B. NON-OWNED WATERCRAFT

Under Paragraph 2, Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

#### C. PROPERTY DAMAGE LIABILITY - ELEVATORS

Under Paragraph 2, Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

The following is added to Section IV - Commercial General Liability Conditions, Condition 4, Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance whether primary, excess contingent or on any other basis.

#### D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

Damage To Premises Rented To You is not otherwise excluded from this Coverage Part.

Under Paragraph 2, Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

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b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c, through n, do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits of Insurance.

2. Paragraph 6, under: Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5, above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damage because of "property damage" to:

- a. Any one premise:
  - (1) While rented to you; or
  - (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion smoke or leakage from automatic protection systems; or
- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision: D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 8.a. of Definitions is replaced with the following:

8.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract."

#### E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1, Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph: (b) of Paragraph a. is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident, and

#### F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under Supplementary Payments - Coverages A and B, Paragraph 1.b. is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation, or defense of the claim or "suit" including actual loss of earnings, up to \$500 a day, because of time off from work.

#### G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2, under Section II - Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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- a. Premises or facilities rented by you or used by you; or
- b. The maintenance, operation or use by you of equipment rented or loaned to you by such person or organization; or
- c. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit, subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "complete operations hazard";
- d. Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
  - (c) The ownership, maintenance, or use of any elevator covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respect to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2, Duties In The Event Of Occurrence, Defense, Claim Or Suit under Section IV - Commercial General Liability Conditions.

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2, Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured;
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs;
- c. "Bodily injury" or "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured. If the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form of endorsement under this policy.

Condition 4, Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

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b. The following is added to Paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or police supervision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. **ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will, as soon as practicable:

- Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

## 2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III - Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. **WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE**

## WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.A.(1) of Section II - Who Is An Insured is replaced with the following

## (1) "Bodily injury" or "personal and advertising injury":

- To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee", while in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
- To the spouse, child, parent, brother, or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
- For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
- Arising out of his or her providing, or failing to provide, professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care services to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you includes the direct supervision of other "employees" of yours. However, none of those "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. **NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured is replaced by the following

## 3. Any organization you newly acquire or form, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
- Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. **FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy, shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. **KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence" offense, claim or "suit" by an agent, servant, or "employee" of an insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences" offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. **LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. **BODILY INJURY REDEFINED**

Under Section V - Definitions, Definition 3. is replaced by the following

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

P. **EXTENDED PROPERTY DAMAGE**

Exclusion a. of COVERAGE A. **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 5. Transfer Of Rights Of Recovery Against Others To Us.

We waive any right of recovery we may have against a person or organization, because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided.

- You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
- The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EACH LOCATION GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A - Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I - Coverage C Medical Payments, which can be attributed only to operations at a single "location" owned by or rented to you:

1. A separate Each Location General Aggregate Limit applies to each "location" and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Each Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under Coverage C reported less of the number of:

- Insureds;
- Claims made or "suits" brought; or
- Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Each Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Each Location General Aggregate Limit for any other "location".

4. The limits shown in the Declarations for Each Occurrence, Fire Damage, and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Each Location General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A - Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I - Coverage C Medical Payments which cannot be attributed only to operations at a single "location" owned by or rented to you:

- Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
- Such payments shall not reduce any Each Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Each Location General Aggregate Limit.

D. For the purposes of this endorsement, the following definition is added in Section V - Definitions: "Location" means premises involving the same or connecting lots or premises whose connector is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## VOLUNTARY PROPERTY DAMAGE EXTENSION

This endorsement modifies insurance provided under the following

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by this endorsement.

## A. COVERAGE

Subject to Section B - Limits Of Insurance and Section C - Deductible of this endorsement:

The following is added to Paragraph 1, Insuring Agreement of Section I - Coverage A-Bodily Injury And Property Damage Liability:

At your request, Property Damage coverage provided under Paragraph 1.a. for "property damage" to property of others that:

- (1) Is caused by the insured, and
- (2) Arises out of your business operations for which this policy provides liability coverage.

will apply without regard to the insured's legal obligation to pay damages.

## B. LIMITS OF INSURANCE

As respects the coverage afforded by this endorsement, Section III - Limits Of Insurance is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits"

1. Subject to 2. below, the most we will pay for "property damage" arising from any one "occurrence" under this endorsement is \$5,000. This amount is part of and not in addition to the each occurrence limit described in Paragraph 5, of Section III - Limits Of Insurance.
2. The most we will pay for the sum of all "property damage" in an annual policy period is \$25,000. This amount is part of and not in addition to the General Aggregate Limit described in Paragraph 2, of Section III - Limits Of Insurance.

## C. DEDUCTIBLE

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than \$250.

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## D. EXCLUSIONS

For the purposes of the coverage provided by this endorsement, the following exclusion is added:

This insurance does not apply to damage to property owned by any insured.

## E. CONDITIONS

For the purposes of the coverage provided by this endorsement, Section IV - Commercial General Liability Conditions is amended as follows:

1. The following conditions are added:
  - a. Any payment made under this endorsement shall not be interpreted as an admission of liability by you or us.
  - b. In the event of a loss covered by this endorsement, you shall at our request, replace the damaged property or furnish labor and materials necessary for repairs at your actual cost, excluding profit or overhead charges.
2. The following is added to Condition 4, Other Insurance, Paragraph b, Excess Insurance. The insurance afforded by this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis that applies to "property damage" covered by this endorsement.
3. Condition 7 - Separation of Insureds is deleted and replaced with the following:
 

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured this insurance applies:

  - a. As if each Named Insured were the only Named Insured, and
  - b. Separately to each insured against whom claim is made or suit is brought.

However, this condition does not apply if damages are to the property of any insured.

## F. DEFINITIONS

For the purposes of the coverage provided by this endorsement, Paragraph 17, of Section V - Definitions is replaced by the following:

17. "Property damage" means physical injury to tangible property. It does not include:
  - a. Loss of use of property, whether physically injured or not, or
  - b. Injury or loss caused by or arising from disappearance or theft.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes drives, cells data processing devices or any other media which are used with electronically controlled equipment.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE - BORROWED EQUIPMENT  
(\$100,000 LIMIT)

This endorsement modifies insurance provided under the following

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

## Schedule

Property Damage - Borrowed Equipment Occurrence Limit	\$100,000
Property Damage - Borrowed Equipment Aggregate Limit	\$100,000

For the purposes of the coverage provided by this endorsement:

- A. Under Section I - Coverages, Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, item (4) does not apply to "property damage" to borrowed equipment while that equipment is not being used to perform operations at a job site.
- B. The following is added to Section III - Limits Of Insurance:
  1. Subject to 2. below, the Property Damage - Borrowed Equipment Occurrence Limit shown in the Schedule is the most we will pay due to "property damage" arising out of any one "occurrence" to borrowed equipment while that equipment is not being used to perform operations at a job site. This limit is part of and not in addition to the Each Occurrence Limit applicable to Coverage A - Bodily Injury And Property Damage Liability.
  2. The Property Damage - Borrowed Equipment Aggregate Limit shown in the Schedule is the most that is payable under this coverage regardless of the number of claims or suits made against you and is part of, and not in addition to the General Aggregate Limit.
- C. Under Section IV - Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance, the following is added:

The insurance afforded by this endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is property insurance.

Nothing contained in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the policy other than as stated above.

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COMMERCIAL GENERAL LIABILITY  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT  
(PER PROJECT)

This endorsement modifies insurance provided under the following

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A - Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I - Coverage C Medical Payments, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
  1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declaration.
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds
    - b. Claims made or "suits" brought, or
    - c. Persons or organizations making claims or bringing "suits"
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
  4. The limits shown in the Declarations for Each Occurrence Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A - Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I - Coverage C Medical Payments, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
  1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable, and
  2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OFF PREMISES PROPERTY DAMAGE  
INCLUDING CARE, CUSTODY OR CONTROL**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Property Damage - Off Premises Care, Custody Or Control Occurrence Limit 2,000,000

Property Damage - Off Premises Care, Custody Or Control Aggregate Limit 2,000,000

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by this endorsement.

**A. COVERAGE**

Subparagraph (j)(4) of Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced with the following:

- (4) Personal property of others in the care, custody, or control of an insured at premises owned, occupied by, or rented to an insured.

Subparagraphs (j)(5) and (6) of Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability are deleted.

**B. EXCLUSIONS**

The following are added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance shall not apply to:

1. "Property damage"

- To property owned by any Named Insured, any person qualifying as an insured in Paragraph 1. of Section II - Who Is An Insured, or any "employee" of any Named Insured.
- To property on any premises owned, rented, leased, operated or used by you or
- To property while in transit to or from any premises owned, rented, leased, operated or used by you.

2. "Property damage" to property included in the "products-completed operations hazard"

3. "Property damage" to borrowed equipment, if coverage is provided by another endorsement attached to this policy described as Property Damage - Borrowed Equipment.

**C. LIMITS OF INSURANCE**

The following is added to Section III - Limits Of Insurance:

- Subject to 2. below, the Property Damage - Off Premises Care, Custody Or Control Occurrence Limit shown in the Schedule is the most we will pay due to "property damage" to property of others as a result of any one "occurrence". This limit is part of and not in addition to the Each Occurrence Limit applicable to Coverage A - Bodily Injury And Property Damage Liability described in Paragraph 5. of Section III - Limits Of Insurance.
- The Property Damage - Off Premises Care, Custody Or Control Aggregate Limit shown in the Schedule is the most that is payable under this coverage regardless of the number of claims or "suits" made against you. This limit is part of, and not in addition to, the General Aggregate Limit described in Paragraph 2. of Section III - Limits Of Insurance.

**D. DEDUCTIBLE**

For the purposes of the coverage provided by this endorsement.

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than \$250.

**E. CONDITIONS**

For the purposes of the coverage provided by this endorsement, Section IV - Commercial General Liability Conditions is amended as follows:

1. The following condition is added:

In the event of a loss covered by this endorsement, you shall, at our request, replace the damaged property or furnish labor and materials necessary for repairs at your actual cost, excluding profit or overhead charges.

2. The following is added to condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis that applies to "property damage" covered by this endorsement.

3. Condition 7. Separation of Insureds is replaced with the following:

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured, and
- Separately to each insured against whom claim is made or "suit" is brought.

However, this condition does not apply if damages are to the property of any insured.

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COMMERCIAL GENERAL LIABILITY  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - EARTH MOVEMENT -  
PRODUCTS/COMPLETED OPERATIONS HAZARD**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. The following exclusion is in addition to those contained in the Coverage Part to which this endorsement applies:**

**Earth Movement:**

This insurance does not apply to "bodily injury" or "property damage" arising out of, caused by, or attributable to, whether in whole or in part, "earth movement" and included in the "products-completed operations hazard".

This exclusion applies regardless of the cause of the "earth movement" or any other cause or event contributing concurrently or in any sequence or manner to such injury or damage including, but not limited to, the following causes:

- Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water or spray from any of the foregoing, all whether driven by wind or not.
- Water which backs up through sewers or drains.
- Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basements or other floors or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors.
- Leakage, overflow, or excess water from plumbing, heating, air conditioning, irrigation, or other equipment or appliances.
- Acts or decisions including the failure to act or decide, of any person, group, organization or governmental body.
- Faulty, inadequate or defective:
  - Planning, zoning, development, surveying, positioning of structure or property.
  - Design specifications, workmanship, repair, construction, renovations, remodeling, grading, compaction.
  - Materials used in repair, construction, renovation or remodeling or
  - Maintenance of part or all of any property, wherever located.

**B. The following definition is added to the Definitions Section in the Coverage Part to which this endorsement applies:**

"Earth movement" whether effected by nature or man-made causes included, but is not limited to:

- Earthquake including land shock waves or tremors before, during or after a volcanic eruption.
- Landslide.
- Mudflow.
- Earth sinking, rising, shifting, cracking, settling, subsiding, compression or expansion or
- Soil conditions, which cause settling, cracking or other disarrangement of foundations or other parts or parts, whether or not caused by earth movement. Described above soil conditions include contraction, expansion, freezing, thawing, erosion, impurities, compacted soil and the action of water under the ground surface.

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**MEDICAL EXPENSE AT YOUR REQUEST ENDORSEMENT**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Section I - Coverage C - Medical Payments:

If Medical Payments or Medical Expenses are not otherwise excluded from the policy, medical expense will be paid only if an insured has requested that we pay such expenses.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE - CUSTOMERS' GOODS  
(\$100,000 LIMIT)

This endorsement modifies insurance provided under the following

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

## Schedule

Property Damage - Customers' Goods Occurrence Limit	\$100,000
Property Damage - Customers' Goods Aggregate Limit	\$100,000

- A. Under Section I - Coverages, Coverage A-Bodily Injury And Property Damage Liability, 2. Exclusions, 1. Damage To Property, items (3), (4) and (6) do not apply to "property damage" to "customers' goods" while on your premises.
- B. For purposes of the coverage afforded by this endorsement:
1. Subject to 2. below, the Property Damage - Customers' Goods Occurrence Limit shown in the Schedule is the most we will pay due to "property damage" to "customers' goods" while on your premises arising out of any one "occurrence." This limit is part of and not in addition to the Each Occurrence limit applicable to Coverage A - Bodily Injury And Property Damage Liability.
  2. The Property Damage - Customers' Goods Aggregate Limit shown in the Schedule is the most that is payable under this coverage regardless of the number of claims or "suits" made against you and is part of, and not in addition to the General Aggregate Limit.
- C. Under Section IV - Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance, the following is added:
- The insurance afforded by this endorsement is excess over any of the other insurance whether primary, excess, contingent or on any other basis, that is property insurance.
- D. Under Section V - Definitions, the following definition is added:
- "Customers' goods" means property of your customer on your premises for the purpose of being worked on or used in your manufacturing process.
- Nothing contained in this endorsement shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the policy other than as stated above.

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COMMERCIAL GENERAL LIABILITY  
CG 88 86 12 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS AND COMPLETED OPERATIONS COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising, in whole or in part either directly or indirectly out of the manufacture, storage, processing, mining, use, sale, installation, removal, disposal, distribution, handling, inhalation, ingestion, absorption, or existence of exposure to or contact with asbestos, asbestos contained in goods, products or materials, asbestos fibers or asbestos dust; or
2. Any loss, cost or expense arising out of any:
  - a. Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos, asbestos contained in goods, products or materials, asbestos fibers or asbestos dust; or
  - b. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of asbestos, asbestos contained in goods, products or materials, asbestos fibers or asbestos dust;

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COMMERCIAL GENERAL LIABILITY  
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## AMENDMENT OF OCCURRENCE DEFINITION

This endorsement modifies insurance provided under the following

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

The definition of "occurrence" in Section V - Definitions is replaced with the following:

"Occurrence" means an accident including continuous or repeated exposure to substantially the same general harmful conditions.

"Occurrence" also means:

- a. An accident including continuous or repeated exposure to substantially the same general harmful conditions that involves "property damage" to property that is not "your work", but is caused by "your work" regardless of whether the work is performed by you or on your behalf by a subcontractor, or
- b. An accident including continuous or repeated exposure to substantially the same general harmful conditions, that involves "property damage" to "your work" but only if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor, and the "property damage" is included within the "products-completed operations hazard"

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COMMERCIAL GENERAL LIABILITY  
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## AMENDMENT OF CANCELLATION PROVISIONS

This endorsement modifies insurance provided under the following

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any term or provision of the Cancellation Conditions of the policy or any endorsement amending or replacing such Conditions is amended by the following:

If you have agreed in a written contract or written agreement to provide a person or organization notice of cancellation, we agree to the following:

Provide 30 days prior written cancellation notice to such person or organization, for reasons other than nonpayment of premium, but only if we are provided with a schedule of persons or organizations with whom you have agreed to provide notification more than 30 days before the cancellation is to take effect.

For purposes of this endorsement, knowledge of the agent as to the persons or organizations requesting notice of cancellation is insufficient to invoke our duty to provide notice of cancellation unless the identity of the persons or organizations is provided directly to us in accordance with the terms of this endorsement.

Failure to provide notice to a person or organization in accordance with the terms of this endorsement shall not extend the effective date of the cancellation or otherwise affect cancellation of the policy as to any insured.

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COMMERCIAL GENERAL LIABILITY  
CG 93 23 03 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - OWNERS, LESSEES,  
OR CONTRACTORS - AUTOMATIC STATUS AND  
CONFORM TO CONTRACT WHEN REQUIRED IN WRITTEN  
CONSTRUCTION AGREEMENT - ONGOING AND  
COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## A. Ongoing Operations

## Section II - Who Is An Insured is amended to include as an additional insured

- Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, and
- Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1, above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under Paragraph A, ends when your operations for the person or organization described in Paragraph A.1, are completed.

## B. Completed Operations

## Section II - Who Is An Insured is amended to include as an additional insured

- Any person or organization when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy, and
- Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1, above.

Such person(s) or organization(s) is an additional insured but only with respect to liability for "bodily injury" or "property damage" caused in whole or in part by "your work" performed for that additional insured under the written contract or written agreement and included in the "products-completed operations hazard"

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A person's or organization's status as an additional insured under Paragraph B, ends when the time period required by the written contract or written agreement described in Paragraph B.1, above expires. If no time period is required by the written contract or written agreement, a person's or organization's status as an additional insured under Paragraph B, ends at the earlier of 10 years or the expiration of any applicable statute of limitation or statute of repose with respect to claims arising out of "your work."

## C. Conform to Contract Provisions

With respect to the insurance afforded to any additional insured under this endorsement, the following applies:

## 1. Ongoing Operations

When an additional insured under Paragraph A.1, of this endorsement requires in the written contract or written agreement between you and that additional insured that additional insured coverage is to be the equivalent of that provided by

- Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization - CG 20 10 10 01 or CG 20 10 03 97, or
- Additional Insured - Owners, Lessees Or Contractors (Form B) - CG 20 10 10 93 or CG 20 10 11 85;

or if such written agreement requires you to provide additional insured coverage arising out of your ongoing operations, then the phrase *caused in whole or in part by* in Paragraph A, of this endorsement is replaced by the phrase *arising out of*.

## 2. Completed Operations

When an additional insured under Paragraph B.1, of this endorsement requires in the written contract or written agreement that additional insured coverage is to be the equivalent of that provided by

- Additional Insured - Owners, Lessees Or Contractors - Completed Operations - CG 20 37 10 01
- Additional Insured - Owners, Lessees Or Contractors (Form B) - CG 20 10 11 85;

or if such written agreement requires you to provide additional insured coverage arising out of "your work", then the phrase *caused in whole or in part by* in Paragraph B, of this endorsement is replaced by the phrase *arising out of*.

## D. Exclusions

- With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusions apply:

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury" that occurs prior to you commencing operations at any location where such "bodily injury", "property damage" or "personal and advertising injury" occurs.

- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including

- The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawing and specifications, or

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- (2) Supervisory, inspection architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured. If the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render, any professional services.

- Any person or organization specifically designated as an additional insured for ongoing or completed operations by a separate additional insured endorsement issued by us and made part of the Policy.

- With respect to the insurance afforded to any additional insured under Paragraph A, Ongoing Operations of this endorsement, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization, other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## E. Conditions and Limitations

- Coverage under Paragraph B, Completed Operations and Paragraph 2, Completed Operations under Paragraph C, Conform to Contract Provisions does not apply unless the written contract or written agreement described in Paragraph B.1, of this endorsement, requires you to provide coverage for completed operations.

- Coverage afforded to an additional insured under this endorsement applies only to the extent permitted by law and will not be broader than that required by the written contract or written agreement described in Paragraph A.1, or B.1, of this endorsement between you and such additional insured.

- With respect to the insurance afforded to an additional insured under this endorsement, the following is added to Section III - Limits of Insurance:

The most we will pay on behalf of an additional insured afforded coverage under this endorsement is the amount of insurance:

- Required by the written contract or written agreement described in Paragraph A.1, or B.1, of this endorsement; or
- Available under the applicable Limit of Insurance shown in the Declaration whichever is less.

This endorsement shall not increase the applicable Limit of Insurance shown in the Declaration.

- Coverage afforded to any additional insured under this endorsement applies only if the written contract or written agreement described in Paragraph A.1, or B.1, is currently in effect or becomes effective during the policy period and is signed by all parties prior to the "bodily injury", "property damage" or "personal and advertising injury."

- With respect to the insurance afforded by this endorsement, Section IV - Commercial General Liability Conditions is amended as follows:

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- The following is added to Paragraph 2, Duties In The Event Of Occurrence, Offense, Claim Or Suit.

An additional insured under this endorsement must:

- Cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

- Give us written notice of a claim or "suit" and

- Tender the defense and indemnity of any claim or "suit" to all insurers who also have insurance available to the additional insured in compliance with the terms of this endorsement.

- Paragraph 4, Other Insurance is amended as follows:

- The following is added to Paragraph a, Primary Insurance:

If you have agreed in the written contract or written agreement described in Paragraph A.1, or B.1, of this endorsement, to provide the additional insured coverage on a primary and non-contributory basis, this Policy shall be primary relative to any insurance for which the additional insured is a Named Insured. We will not seek contribution from such policy or policies for damages we pay on behalf of the additional insured.

However, this insurance is excess over any other insurance available to an additional insured for which it is also coverage as an additional insured for the same "occurrence" claim or "suit".

- The following is added to Paragraph b, Excess Insurance:

When an additional insured is afforded coverage under this endorsement and when a written agreement other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and such additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

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### COMMON POLICY CONDITIONS

- Assignment** - This policy may not be assigned without "our" written consent.
- Cancellation** - "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.  
"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.  
If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.  
"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.
- Change, Modification, or Waiver of Policy Terms** - A waiver or change of the terms of this policy must be issued by "us" in writing to be valid.
- Inspections** - "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, truthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
- Examination of Books and Records** - "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.

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- Under Common Policy Conditions, the following condition is added:  
**Nonrenewal** - If "we" decide to not renew this policy, "we" will mail notice of nonrenewal to "you" and "your" agent at the last mailing addresses known to "us" at least 30 days before the expiration date of the policy. The notice of nonrenewal will include the policy number, the date of the notice, and the expiration date of the policy. Proof of mailing will be sufficient proof of notice.
- Under Common Policy Conditions, the following condition is added:  
**Renewal** - If "we" intend to condition renewal of this policy upon a substantial increase in premium, "we" will mail notice of "our" intention to "you" and "your" agent at the last mailing addresses known to "us" at least 30 days before the expiration date of the policy. Proof of mailing will be sufficient proof of notice.

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This endorsement changes  
the policy  
-PLEASE READ THIS CAREFULLY-

### AMENDATORY ENDORSEMENT OHIO

- Under Common Policy Conditions, Cancellation is deleted and replaced by the following:  
**Cancellation** - "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.  
"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" and "your" agent at the last mailing addresses known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice. The notice of cancellation will include the policy number, the date of the notice, the effective date and time of cancellation, and the reason for cancellation.  
If this policy has been in effect for less than 90 days, "we" may cancel for any reason.  
If this policy has been in effect 90 days or more, "we" may cancel only on the anniversary date or if one of the following reasons applies:
    - nonpayment of premium;
    - discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
    - discovery of a moral hazard or willful or reckless acts or omissions on "your" part that increase any hazard insured against;
    - the occurrence of a change in the individual risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed, except to the extent "we" reasonably should have foreseen the change or contemplated the risk in writing the contract;
  - loss of applicable reinsurance or a substantial decrease in applicable reinsurance. If the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or the substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;
  - "your" failure to correct material violations of safety codes or to comply with reasonable written loss control recommendations; or
  - a determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
- If "we" cancel this policy for nonpayment of premium, "we" will give notice at least ten days before cancellation is effective. If "we" cancel this policy for any other reason, "we" will give notice at least 30 days before cancellation is effective.
- If the term of this policy is longer than one year, "we" may cancel for any reason on the policy anniversary date. "We" will give written notice of cancellation at least 30 days prior to the policy anniversary date with the effective date of cancellation being that anniversary date.
- "Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

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This endorsement changes  
the policy  
- PLEASE READ THIS CAREFULLY -

### VIRUS OR BACTERIA EXCLUSION

#### DEFINITIONS

##### Definitions Amended -

When "fungus" is a defined term, the definition of "fungus" is amended to delete reference to a bacterium.

When "fungus or related pests" is a defined term, the definition of "fungus or related pests" is amended to delete reference to a bacterium.

#### PERILS EXCLUDED

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached including, but not limited to, those that provide coverage for property earnings, extra expense or interruption by civil authority:

- The following exclusion is added under Perils Excluded, item 1:

##### Virus or Bacteria -

"We" do not pay for loss, cost, or expense caused by resulting from, or relating to, any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- any contamination by any virus, bacterium, or other microorganism; or
- any denial of access to property because of any virus, bacterium, or other microorganism.

- Superseded Exclusions** - The Virus or Bacteria exclusion, set forth by this endorsement, supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress, or that is capable of causing disease, illness, or physical distress.

#### OTHER CONDITIONS

##### Other Terms Remain in Effect -

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

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**CONDITIONAL NUCLEAR, BIOLOGICAL, AND  
CHEMICAL TERRORISM EXCLUSION****NOTICE**

The Terrorism Risk Insurance Program (the Program), as established under federal law, is scheduled to terminate while your policy is in effect.

The Terrorism Exclusion found in this endorsement will apply only if the federal government does not renew, extend, or otherwise replace the Program or if the conditions, definitions, or requirements of the Program are changed by the federal government and federal law no longer requires that we make Terrorism Coverage available to you.

1. The Terrorism Exclusion set forth by this endorsement becomes effective on the earliest of the following:
  - a. the date that the latest Terrorism Risk Insurance Program (the Program) established by the Terrorism Risk Insurance Act has terminated with respect to the type of insurance provided by the Coverage Part to which this endorsement applies; or
  - b. the effective date of a renewal, extension, or replacement of the Program; if federal law no longer requires that "we" make terrorism coverage available to "you" and the Program has been renewed, extended, or replaced subject to changes that:
    - 1) redefine terrorism; or
    - 2) increase "our" financial exposure under the Program; or
    - 3) impose requirements on insurance coverage for terrorism that differ from the terms, amounts, or other limitations that otherwise govern coverage for loss or damage under the "terms" of the Coverage Part to which this endorsement applies.
2. If the Terrorism Exclusion set forth by this endorsement becomes effective, this Terrorism Exclusion:
  - a. supersedes any other endorsements that address "certified acts of terrorism," "certified terrorism loss," "non-certified acts of terrorism," and/or "non-certified terrorism loss" that also apply to the Coverage Part to which this endorsement applies, but only with respect to loss or damage caused by one or more incidents of terrorism that occur on or after the effective date of this Terrorism Exclusion; and
  - b. remains in effect unless "we" notify "you" of changes to this Terrorism Exclusion.

If a condition described above under items 1.a and 1.b occurs prior to the effective date of the policy period to which this endorsement applies, the Terrorism Exclusion set forth by this endorsement applies as of the effective date of that policy period.

3. If none of the conditions described above under items 1.a and 1.b occur, any other endorsements that address "certified acts of terrorism," "certified terrorism loss," "non-certified acts of terrorism," and/or "non-certified terrorism loss" that also apply to the Coverage Part to which this endorsement applies continue to apply until "we" notify "you" of changes to such other endorsements.
4. The word terrorism, when shown in this endorsement in quotation marks has the following meaning:
 

"Terrorism" means activities against persons, organizations, or property of any nature

  - a. that involve the following or preparation for the following:
    - 1) use or threat of force or violence; or
    - 2) commission or threat of a dangerous act; or
    - 3) commission or threat of an act that interferes with or disrupts an electronic communication, information, or mechanical system; and
  - b. when one or both of the following applies:
    - 1) the effect is to intimidate or coerce a government, or the civilian population, or any segment thereof, or to disrupt any segment of the economy; or
    - 2) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives, or to express (or express opposition to) a philosophy or ideology.

**5. The following exclusion is added:  
TERRORISM EXCLUSION**

"We" will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- a. the "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon, or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
- b. radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- c. the "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

6. Where the Terrorism Exclusion set forth by this endorsement applies due to an incident of "terrorism" described above under items 5.a. or 5.b., the Terrorism Exclusion supersedes the Nuclear Hazard Exclusion in the Coverage Part to which this endorsement applies.

7. The following provisions are added:
  - a. Neither the "terms" of this endorsement, nor the "terms" of any other terrorism endorsement attached to the Coverage Part to which this endorsement applies provide coverage for any loss or damage that would otherwise be excluded by that Coverage Part under:
    - 1) exclusions that address war, military action, or nuclear hazard; or
    - 2) any other exclusion.
  - b. The absence of any other terrorism endorsement does not imply coverage for any loss or damage that would otherwise be excluded by the Coverage Part to which this endorsement applies under:
    - 1) exclusions that address war, military action, or nuclear hazard; or
    - 2) any other exclusion.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PROPERTY FLOATER COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us," and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F, DEFINITIONS.

**A. COVERAGE**

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. **COVERED PROPERTY**, as used in this Coverage Form, means:

Business: personal property you own, including but not limited to equipment, tools, items, or materials to be installed and office business personal property. Business: personal property owned by others, including but not limited to employees' tools or rented equipment, or tools while they are in your care, custody, or control and for which you have accepted responsibility.

2. **PROPERTY NOT COVERED**

Covered Property does not include:

- a. Contraband or property in the course of illegal transportation or trade.
- b. Land and water.
- c. Currency, evidences of debt, letters of credit, passports, legal documents, or other valuable papers, money, securities, notes, transportation, or other tickets.
- d. Jewelry, precious metals, and precious stones.
- e. Animals.
- f. Automobiles, trucks, tractors, motorcycles, or similar conveyances designed for highway use.
- g. Aerials.
- h. Watercraft.
- i. Property you have loaned, rented, hired, or leased to others; or
- j. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect it or not) from that other insurance.

3. **COVERED CAUSES OF LOSS**

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

4. **ADDITIONAL COVERAGE - COLLAPSE**

We will pay for direct "loss" caused by or resulting from risks of direct physical "loss" involving collapse of all or part of a building or structure caused by one or more of the following:

- a. Fire, lightning, windstorm, hail, explosion, smoke, aircraft, vehicles, riot, civil commotion, vandalism, breakage of glass, falling objects, weight of snow, ice, or sleet, water damage, all only as covered in this Coverage Form.

- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

#### 5. COVERAGE EXTENSION

##### a. DEBRIS REMOVAL

- (1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) The most we will pay under this Coverage Extension is the lesser of:
  - (a) 25% of the amount we pay for the direct physical loss of or damage to Covered Property; or
  - (b) \$5,000.00.

- (3) This Coverage Extension does not apply to costs to:
  - (a) Extract "pollutants" from land or water; or
  - (b) Remove, restore or replace polluted land or water.

##### b. PRESERVATION OF PROPERTY

If it is necessary to move Covered Property from a described premises to preserve it from "loss" or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property.

- (1) While it is being moved or while temporarily stored at another location, and
- (2) Only if the loss or damage occurs within 10 days after the property is first moved.

##### c. FIRE DEPARTMENT SERVICE CHARGE

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for your liability for fire department service charges.

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Coverage Extension.

##### d. POLLUTANT CLEANUP AND REMOVAL

We will pay your necessary expense to extract "pollutants" from land or water of covered property if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from "Specified Causes of Loss" that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss Occurs.

This Coverage Extension does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Coverage Extension is \$10,000 for the sum of all covered expenses arising out of Covered Cause of Loss occurring during each separate 12 month period of this policy.

#### e. RENTAL REIMBURSEMENT

We will reimburse you for reasonable expenses actually incurred for the rental of substitute equal property to replace property covered by this policy. This coverage applies if the rental is necessary:

- (1) Because of a covered "loss" in Covered Property; and
  - (2) To continue as nearly as possible the normal operation of work in progress at the time of loss, and
  - (3) When you do not have equal, idle equipment available.
- This reimbursement is for expenses incurred during the period:
- (1) Commencing 72 hours after the "loss" is reported to us; and
  - (2) Terminating when the Covered Property has been:
    - (a) Replaced;
    - (b) Restored in service; or
    - (c) Is no longer needed.

It is mutually agreed that we will try to repair or replace the lost or damaged property promptly.

Paragraph D, Deductible of this Property Floater Coverage Form does not apply to Rental Reimbursement coverage.

We will not be liable for more than:

- (1) 80% of the actual rental expense;
- (2) \$1,000 maximum per day for all equipment; or
- (3) \$10,000 annual aggregate for all equipment.

#### f. Leased Or Rented Equipment

This form is extended to cover Business Personal Property similar in nature to that covered property described above in Paragraph A.1, Covered Property, which is rented or leased by you from others. The company's Limit of Insurance and the most we will pay for "loss" in any one occurrence for Leased or Rented Equipment is the lesser of five times the applicable Limit of Insurance shown in the Declarations or \$50,000.

The Leased or Rented Equipment Limit of Insurance is in addition to any similar coverage provided elsewhere in this form and policy.

#### B. EXCLUSIONS

- 1. We will not pay for "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

##### a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of government authority.

But we will pay for acts of destruction, ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

##### b. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion; or

- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause but we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

##### c. WAR AND MILITARY ACTION

- (1) War including undeclared or civil war.

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of those.

#### 2. We will not pay for "loss" caused by or resulting from any of the following:

##### a. Delay, loss of use, loss of market or any other consequential loss

##### b. Dishonest acts by:

- (1) You, your employees or authorized representatives;
- (2) Anyone else with an interest in the property or their employees or authorized representatives; or
- (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the term of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

##### c. Voluntary pawning with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretenses.

##### d. Mysterious disappearance, or

##### e. Discharge, dispersal, seepage, migration, release or escape of "pollutants"

#### 3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss":

##### a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1., above to produce the "loss"

##### b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

##### c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance

or part or all of any property wherever located.

##### d. Collapse except as provided in the Additional Coverage-Collapse section of the Coverage Form.

##### e. Shortage found upon taking inventory.

##### f. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, mechanical breakdown, insect, vermin, rodents, corrosion, rust, dampness, cold or heat.

##### g. Breakage of glass. WE DO COVER breakage if it is caused by fire, lightning, windstorm, or hail, earthquake, flood, smoke, explosion, aircraft, spacecraft, self-propelled missiles, and other objects that fall from these items; vehicles, including an accident to a transporting vehicle; strike, not or civil commotion, vandalism, theft or attempted theft, sprinkler leakage or collapse of buildings.

##### h. Processing or work upon the property.

But we will pay for direct "loss" caused by resulting fire or explosion if those causes of "loss" would be covered under this Coverage Form.

#### i. Artificially generated current creating a short circuit or other electric disturbance within an article covered under this Coverage Form.

But we will pay for direct "loss" caused by resulting fire or explosion. If these causes of "loss" would be covered under this Coverage Form.

This exclusion only applies to "loss" to that article in which the disturbance occurs.

#### C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

#### D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss", before applying the applicable Limits of Insurance, exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible up to the applicable Limit of Insurance.

This Deductible provision does not apply if the "loss" is also covered under another coverage form of this policy.

Only one deductible will apply to losses involving Covered Property and Leased or Rented Equipment coverage.

#### E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

##### 1. COVERAGE TERRITORY

Coverage applies only while the covered property is located within the United States or Canada.

#### F. DEFINITIONS

##### 1. "Loss" means accidental loss or damage:

##### 2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

##### 3. "Specified Causes of Loss" means the following: Fire, lightning, explosion, windstorm, or hail, smoke, aircraft or vehicles, not or civil commotion, vandalism, leakage from fire extinguishing equipment, sinkhole collapse, volcanic action, falling objects, weight of snow, ice or sleet, water damage, theft, or attempted theft, collision, derailment, upset or overturn of land vehicles, collapse of bridges, culverts or buildings, flood, earthquake.

##### a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water or limestone or similar rock formations. It does not include the cost of filling sinkholes.

##### b. Water damage means accidental discharge or leakage of water or steam as the direct result of the breakage or cracking of any part of a system or appliance containing water or steam.

#### G. VALUATION

- 1. The value of property will be the replacement cost (without deduction for depreciation) however we will not pay more for "loss" on a replacement cost basis than the least of:
  - a. The amount you actually spend that is necessary to repair or replace the lost or damaged property;
  - b. The cost to replace, on the same premises, the lost or damaged property with identical property of comparable material and quality and used for the same purpose; or
  - c. If repair or replacement with identical property is not possible the cost to replace that property with similar property capable of performing the same functions.

##### 2. We will not pay for any "loss" on a replacement cost basis:

- a. Until the lost or damaged property is actually repaired or replaced; and
  - b. Unless the repairs or replacement are made as soon as reasonably possible after the "loss".
- In the event of "loss", the value of property will be determined as of the time of "loss".



COMMERCIAL INLAND MARINE  
CM 85 19 12 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL INLAND MARINE POLICY ENDORSEMENT  
COMBINED COVERAGES

The following provisions apply to this policy:

1. CL 0100 - Common Policy Conditions: Endorsement
- CL 0126 - Amendatory Endorsement - Ohio
- CL 0700 - Virus or Bacteria Exclusion
- C 0500 - Certified Terrorism Loss
- CL 5936 - Premium Due Date
- IM 0185 - Amendatory Endorsement - Ohio

The endorsements shown above apply to the following coverage forms:

- IM 7036 Contractors' Equipment Coverage
- IM 7037 Contractors' Equipment Coverage - Blanket Equipment
- IM 7003 Contractors' Equipment Coverage - Small Tool Floater
- IM 7050 Builders Risk - Scheduled Jobsite Form - Broad Form
- IM 7051 Builders Risk Coverage - Scheduled Jobsite Form
- IM 7054 Builders Risk Coverage - Rehabilitation & Renovation
- IM 7100 Installation Floater Coverage
- IM 7256 Transportation Coverage
- IM 7257 Trip Transit Coverage
- IM 7350 Fine Art Dealers Coverage
- IM 7351 Fine Art Dealers Blanket Coverage Form
- IM 7400 Fine Arts Floater
- IM 7451 Motor Truck Cargo Legal Liability Coverage
- IM 7500 Scheduled Property Floater
- IM 7550 Bailor Customers Floater Coverage

2. CM 0001 - Commercial Inland Marine Conditions
- CM 0140 - Ohio Changes

IL 0017 - Common Policy Conditions:

- IL 0244 - Ohio Changes - Cancellation and Non-Renewal
- IL 0935 - Exclusion of Certain Computer Related Losses
- IL 0952 - Cap on Losses From Certified Acts of Terrorism
- IL 0953 - Exclusion of Certified Acts of Terrorism
- IL 0986 - Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism

The endorsements shown above apply to the following coverage forms:

- CM 0020 Commercial Articles Coverage Form
- CM 0028 Signs Coverage Form
- CM 0068 Accounts Receivable Coverage Form
- CM 0067 Valuable Papers and Records Coverage Form
- CM 7416 Loss Payable Provisions
- CM 8800 Commercial Computer Business Income Coverage Extension
- CM 8807 Commercial Computer Coverage Form
- CM 8811 Commercial Computer Coverage Schedule

CM 85 19 12 11

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BUILDING AND PERSONAL  
PROPERTY COVERAGE FORMCOMMERCIAL PROPERTY  
CP 00 10 10 12

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H Definitions.

## A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

## 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section A.1, and limited in A.2. Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

## a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions.
- (2) Fixtures including outdoor fixtures.
- (3) Permanently installed:
  - (a) Machinery, and
  - (b) Equipment.
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire-extinguishing equipment.
  - (b) Outdoor furniture.
  - (c) Floor coverings, and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing, or laundering.
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure.

(b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises used for making additions, alterations or repairs to the building or structure.

## b. Your Business Personal Property consists of the following property located in or on the building or structure described in the Declarations, or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures.
- (2) Machinery and equipment.
- (3) "Stock"
- (4) All other personal property owned by you and used in your business.
- (5) Labor materials or services furnished or arranged by you on personal property of others.
- (6) Your use interest as tenant in improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the building or structure you occupy but do not own; and
  - (b) You acquired or made at your expense, but cannot legally remove.
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

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## c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations, or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the amount of the owner of the property.

## 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, food, stamps or other evidences of debt; money, notes or securities; lottery tickets held for sale are no securities.
- b. Animals, unless owned by others and boarded by you, or if owned by you only as "stock" while inside of buildings.
- c. Automobiles held for sale.
- d. Bridges, roadways, walks, patios or other paved surfaces.
- e. Contraband or property in the course of illegal transportation or trade.
- f. The cost of excavations, grading, backfilling or filling.
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground if there is no basement.
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof).
- i. Personal property while airborne or waterborne.
- j. Bulkheads, pilings, piers, wharves or docks.
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect it or not) from that other insurance.

## l. Retaining walls that are not part of a building.

## m. Underground pipes, lines or drains.

## n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored at or on created or used or, or transmitted to or from, computer software (including systems and applications software) or hard or floppy disks, CD-ROMs, tapes, drives, coils, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operation and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. The paragraph, n, does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

## o. The cost to replace or restore the information or valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers and Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data.

## p. Vehicles or self-propelled machines (including aircraft or watercraft) that:

- (1) Are licensed for use on public roads; or
- (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse.

## (b) Vehicles or self-propelled machines, other than autos you hold for sale.

## (c) Rowboats or canoes out of water at the described premises or

## (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers or

## q. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops.
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof) all except as provided in the Coverage Extension.

## 3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

## 4. Additional Coverages

## a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

## (2) Debris Removal does not apply to costs to:

- (a) Remove debris of property of yours that is not insured under this policy or property in your possession that is not Covered Property.
- (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property, and it is insured under this policy.

## (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension.

## (d) Remove property of others of a type that would not be Covered Property under this Coverage Form.

## (e) Remove deposits of mud or earth from the grounds of the described premises.

## (f) Extract "pollutants" from land or water; or

## (g) Remove, restore or replace polluted land or water.

## (3) Subject to the exceptions in Paragraph (4), the following provisions apply:

## (a) The most we will pay for the total or direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

## (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if the Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if said removal is covered under the Additional Coverage) is \$1,000 at each location.

## (4) We will pay up to an additional \$75,000 for debris removal expense for each location in any one occurrence of physical loss or damage to Covered Property if one or both of the following circumstances apply:

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(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage plus \$25,000.

(5) Examples

The following examples assume that there is no Consequence penalty.

Example 1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 60,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 - \$500)

Debris Removal Expense	\$ 10,000
Debris Removal Expense Payable	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

Example 2

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 80,000
Amount of Loss Payable	\$ 79,500
	(\$80,000 - \$500)

Debris Removal Expense	\$ 40,000
Debris Removal Expense Payable	\$ 40,000
Basic Amount	\$ 10,500
Additional Amount	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000, capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000) and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500. \$4,500 of the debris removal expense is not covered.

b. Preservation of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property.

(1) While it is being moved or while temporarily stored at another location, and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges.

(1) Assumed by contract or agreement prior to loss, or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Pollutant Clean-up and Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

e. Increased Cost of Construction

(1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.

(2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(5) of the Additional Coverage.

(3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.

(4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:

(a) You were required to comply with before the loss, even when the building was undamaged; and

(b) You failed to comply with.

(5) Under this Additional Coverage, we will not pay for:

(a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or

(b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

(6) The most we will pay under this Additional Coverage, for each described building insured under the Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage for that damaged building is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Consequence percentage.

The amount payable under this Additional Coverage is additional insurance.

(7) With respect to the Additional Coverage:

(a) We will not pay for the Increased Cost of Construction.

(i) Until the property is actually repaired or replaced at the same or another premises; and

(ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.

(c) If the ordinance or law requires relocation to another premises (the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.

(8) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

(9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased costs attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage as stated in e.(6) of this Additional Coverage is not subject to such limitation.

1. Electronic Data

(1) Under this Additional Coverage, electronic data has the meaning described under "Property." Not Covered: Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in, and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.

(2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored with blank media of substantially identical type.

(3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage. Electronic Data, subject to the following:

(a) If the Causes of Loss - Specific Form applies coverage under this Additional Coverage, Electronic Data is limited to the "specific" causes of loss" as defined in that Form and Collapse as set forth in that form.

(b) If the Causes of Loss - Broad Form applies coverage under this Additional Coverage, Electronic Data includes Collapse as set forth in that form.

(c) If the Causes of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under the Additional Coverage, Electronic Data.

(d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system by any employee (including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

(4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues, or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Consequence percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations other than the described premises intended for:

(i) Similar use as the building insured in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

(2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

(i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or

(ii) Business personal property, including such property that you newly acquire located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

(b) This Extension does not apply to:

(i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or

- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires.  
(b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property or

(c) You report values to us. We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.

- (2) Personal property of others in your care, custody, or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the amount of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to your cost to replace or restore the lost information on valuable papers and records, for which, duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

- (2) If the Causes of Loss - Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.

- (3) If the Causes of Loss - Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The cost of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property, and therefore coverage of such costs is no additional insurance.

d. Property Off-Premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:

- (a) Temporarily at a location you do not own, lease or operate.

- (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term, or

- (c) At any fair, trade show, or exhibition.

- (2) This Extension does not apply to property:

- (a) In or on a vehicle, or

- (b) In the care, custody, or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor: fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof) including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;  
(2) Lightning;  
(3) Explosion;  
(4) Riot or Civil Commotion, or  
(5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000 but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, the Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs, and plants which are the property of others, except in the situation in which you, as a tenant and such property is owned by the land lord of the described premises.

f. Non-owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:

- (a) The trailer is used in your business;

- (b) The trailer is in your care, custody or control at the premises described in the Declarations; and

- (c) You have a contractual responsibility to pay for loss or damage to the trailer.

- (2) We will not pay for any loss or damage that occurs:

- (a) While the trailer is attached to any motor vehicle or motorized conveyance whether or not the motor vehicle or motorized conveyance is in motion;

- (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

- (3) The most we will pay for loss or damage under this Extension is \$5,000 unless a higher limit is shown in the Declarations.

- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

g. Business Personal Property Temporarily In Portable Storage Units

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.

- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.

(3) Coverage under this Extension

- (a) Will end 90 days after the business personal property has been placed in the storage unit.

- (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.

- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.

- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Condition, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage at any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign if any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply to occurrences with the terms of such coverages and are separate from the Limits Of Insurance shown in the Declarations for any other coverage.

1. Fire Department Service Charge.  
2. Pollutant Clean-up And Removal.  
3. Increased Cost Of Construction, and  
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition, or the Agreed Value Option Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example 1

(This example assumes there is no Coinsurance penalty.)

Deductible	\$ 250
Limit of Insurance - Building 1	\$ 50,000
Limit of Insurance - Building 2	\$ 50,000
Loss to Building 1	\$ 50,100
Loss to Building 2	\$ 90,000

The amount of loss to Building 1 (\$50,100) is less than the sum (\$50,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$50,100
- 250
\$50,850 Loss Payable - Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$50,000.

Total amount of loss payable: \$50,850 + \$50,000 = \$100,850

Example 2

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limit of Insurance are the same as those in Example 1.

Loss to Building 1: \$ 70,000

(Exceeds Limit of Insurance plus Deductible)

Loss to Building 2: \$ 90,000

(Exceeds Limit of Insurance plus Deductible)

Loss Payable - Building 1: \$ 60,000

(Limit of Insurance)

Loss Payable - Building 2: \$ 50,000

(Limit of Insurance)

Total amount of loss payable: \$140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree either may request that selection be made by a judge of court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser, and

- b. Bear the other expenses of the appraisal and umpire equally.

- If there is an appraisal we will still retain our right to deny the claim.

F. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.  
(2) Give us prompt notice of the loss or damage. Include a description of the property involved.  
(3) As soon as possible give us a description of how, when and where the loss or damage occurred.

- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property for consideration in the settlement of the claim. This will not increase the Limit of Insurance, however, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- (5) At our request, give us complete inventories of the damaged and undamaged property, including quantities, costs, values and amount of loss claimed.  
(6) As often as may be reasonably required, permit us to inspect the property, proving the loss or damage, and examine your books and records.

- Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.



- (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
- (1) Pay the value of lost or damaged property;
  - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
  - (3) Take all or any part of the property at an agreed or appraised value; or
  - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in the Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners such payments, we satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.

- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- (1) We have reached agreement with you on the amount of loss; or

- (2) An appraisal award has been made.

- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer of Rights of Recovery Against Others To Us Condition in this policy.

#### 5. Recovered Property

- If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property subject to the Limit of Insurance.

#### 6. Vacancy

##### a. Description of Terms

- (1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

- (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

- (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

- (i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or
- (ii) Used by the building owner to conduct customary operations.

- (2) Buildings under construction or renovation are not considered vacant.

##### b. Vacancy Provisions

- If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:

- (a) Vandalism;
- (b) Sprinkler leakage unless you have protected the system against freezing;
- (c) Building glass breakage;
- (d) Water damage;
- (e) Theft; or
- (f) Attempted theft.

- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

#### 7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b., c., d., and e. below.

- b. If the Limit of Insurance for Building satisfies the Additional Condition Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

- (1) Awnings or floor coverings;
  - (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
  - (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

- d. Glass at the cost of replacement with safety-glazing material if required by law.

- e. Tenants' Improvements and Betterments at:

- (1) Actual cash value of the lost or damaged property if you make repairs promptly;
- (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

- (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (b) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (c) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (d) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (e) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (f) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (g) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (h) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (j) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (k) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (l) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

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- (n) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (o) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (p) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

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- (cu) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (cv) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (cw) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (cx) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (cy) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (cz) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (da) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (db) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (dc) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (dd) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (de) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (df) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (dg) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (dh) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (di) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (dj) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (dk) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (dl) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (dm) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (dn) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (do) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

- (dp) Multiply the original cost by the

**2. Inflation Guard**

- The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- The amount of increase will be:
  - The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08) times
  - The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365

**Example**

If The applicable Limit of Insurance is \$100,000  
 The annual percentage increase is 8%  
 The number of days since the beginning of the policy year (or last policy change) is 146  
 The amount of increase is  $\$100,000 \times .08 \times 146 \div 365 = \$3,200$

**3. Replacement Cost**

- Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- This Optional Coverage does not apply to:
  - Personal property of others.
  - Contents of a residence.
  - Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and engravings.
  - "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.

- We will not pay on a replacement cost basis for any loss or damage:
  - Until the lost or damaged property is actually repaired or replaced and
  - Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants improvements and betterments, the following also apply:

- If the conditions in d.(1) and d.(2) above are not met, the value of tenants improvements and betterments will be determined as a proportion of your original cost as set forth in the Valuation Loss Condition of this Coverage Form and
- We will not pay for loss or damage to tenants improvements and betterments if others pay for repair or replacement.

- We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
  - The Limit of Insurance applicable to the lost or damaged property
  - The cost to replace the lost or damaged property with other property:
    - Of comparable material and quality, and
    - Used for the same purpose, or
  - The amount actually spent that is necessary to repair or replace the lost or damaged property

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

**4. Extension Of Replacement Cost To Personal Property Of Others**

- If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

**H. Definitions**

- "Fungus" means any type or form of fungus, including mold or mildew, and any mycetozoa, spores, scents or by-products produced or released by fungi.
- "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods including supplies used in their packing or shipping.

**COMMERCIAL PROPERTY****COMMERCIAL PROPERTY CONDITIONS**

This Coverage Part is subject to the following conditions: the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

**A. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- This Coverage Part
- The Covered Property
- Your interest in the Covered Property or
- A claim under this Coverage Part

**B. CONTROL OF PROPERTY**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**C. INSURANCE UNDER TWO OR MORE COVERAGES**

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**D. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Part unless:

- There has been full compliance with all of the terms of this Coverage Part and
- The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

**E. LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**F. NO BENEFIT TO BAILEE**

No person or organization, other than you having custody of Covered Property, will benefit from this insurance.

**G. OTHER INSURANCE**

- You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under the Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

- If there is other insurance covering the same loss or damage other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**H. POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Part:

- We cover loss or damage commencing:
  - During the policy period shown in the Declarations; and
  - Within the coverage territory.

- The coverage territory is:
  - The United States of America (including its territories and possessions)
  - Puerto Rico and
  - Canada;

**I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to:

carry our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing.

- Prior to a loss to your Covered Property or Covered Income:

- After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - Someone insured by the insurance
  - A business firm:
    - Owned or controlled by you or
    - That owns or controls you or
  - Your tenant.

That will not restrict your insurance.

COMMERCIAL PROPERTY  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OHIO CHANGES

This endorsement modifies insurance provided under the following:  
COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

- A. Paragraphs c. and g. of the Loss Payment Loss Condition are replaced by the following, except as provided in Paragraph B.:
- c. We will give you notice, within 21 days after we receive a properly executed proof of loss, that we:
- (1) Accept your claim;
  - (2) Deny your claim; or
  - (3) Need more time to investigate your claim.
- If we need more time to investigate your claim, we will provide an explanation for our need for more time. We will continue to notify you again in writing at least every 45 days, of the status of the investigation and of the continued time needed for the investigation.
- d. Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage within:
- (1) 10 days after we accept your claim if such acceptance occurs within the first 21 days after we receive a properly executed proof of loss, unless the claim involves an action by a probate court or other extraordinary circumstances as documented in the claim file; or
  - (2) Five days after we accept your claim if such acceptance occurs more than 21 days after we receive a properly executed proof of loss, and:
    - (a) An appraisal award has been made; or
    - (b) We have reached an agreement with you on the amount of loss that was in dispute.
- B. Paragraph A. does not apply to the Loss Payment Loss Condition in the following forms:
1. Business Income (And Extra Expense) Coverage Form;
  2. Business Income (Without Extra Expense) Coverage Form;
  3. Extra Expense Coverage Form;
  4. Leasehold Interest Coverage Form; and
  5. Mortgageholders' Errors And Omissions Coverage Form.
- In the forms listed above the Loss Payment Loss Condition is replaced by the following:
- LOSS PAYMENT**
- a. We will give you notice, within 21 days after we receive a properly executed proof of loss, that we:
- (1) Accept your claim;
  - (2) Deny your claim; or
  - (3) Need more time to investigate your claim.
- If we need more time to investigate your claim, we will provide an explanation for our need for more time. We will continue to notify you again in writing at least every 45 days, of the status of the investigation and of the continued time needed for the investigation.
- b. Provided you have complied with all the terms of this Coverage Part, we will pay for covered loss or damage within:
- (1) 10 days after we accept your claim if such acceptance occurs within the first 21 days after we receive a properly executed proof of loss, unless the claim involves an action by a probate court or other extraordinary circumstances as documented in the claim file; or

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- (2) Five days after we accept your claim if such acceptance occurs more than 21 days after we receive a properly executed proof of loss, and:
  - (a) An appraisal award has been made; or
  - (b) We have reached an agreement with you on the amount of loss that was in dispute.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

- A. The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B. We will not pay for loss or damage caused by or resulting from any virus, bacterium, or other microorganism that induces or is capable of inducing physical distress, illness, or disease.
- However, this exclusion does not apply to loss or damage caused by or resulting from "fungus" wet rot, dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C. With respect to any loss or damage subject to the exclusion in Paragraph B., such exclusion supersedes any exclusion relating to "pollution".
- D. The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
1. Exclusion of "Fungus" Wet Rot, Dry Rot And Bacteria; and
  2. Additional Coverage - Limited Coverage for "Fungus" Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E. The terms of the exclusion in Paragraph B., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

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## CAUSES OF LOSS - SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section G, Definitions.

- A. **Covered Causes Of Loss**
- When Spec is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.
- B. **Exclusions**
1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.
    - a. **Ordinance Or Law**
    - The enforcement of or compliance with any ordinance or law:
      - (1) Regulating the construction, use or repair of any property; or
      - (2) Requiring the tearing down of any property including the cost of removing its debris.
 This exclusion Ordinance Or Law applies whether the loss results from:
      - (a) An ordinance or law that is enforced even if the property has not been damaged; or
      - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris following a physical loss to that property.
    - b. **Earth Movement**
      - (1) Earthquake including tremors and aftershocks and any earth sinking, rising or shifting related to such event.
      - (2) Landslide, including any earth sinking, rising or shifting related to such event.
      - (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased.
    - (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarranging movement of foundations or other parts of realty. Soil conditions, include contraction, expansion, freezing, thawing, erosion, improperly compacted soil, and the action of water under the ground surface.
- But if Earth Movement as described in b.(1) through (4) above results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.
- (5) Volcanic eruption, explosion or effusion: But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.
- Volcanic Action means direct loss or damage resulting from the eruption of a volcano where the loss or damage is caused by:
- (a) Airborne volcanic blast or airborne shock wave;
  - (b) Ash, dust or particulate matter; or
  - (c) Lava flow.
- With respect to coverage for Volcanic Action as set forth in (5)(a), (5)(b) and (5)(c), all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.
- Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

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This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.

**c. Governmental Action**

Seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority, and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction, or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

(1) Originates away from the described premises; or

(2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service including lack of sufficient capacity, and reduction in supply.

Loss or damage caused by a surge of power is also excluded if the surge would not have occurred but for an event causing a failure of power.

But if the failure, or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic cellular or satellite network.

**f. War And Military Action**

(1) War, including undeclared or civil war.

(2) Warlike action by a military force including action in hindering or defending against an actual or expected attack, by any government, government or other authority, using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action, taken by governmental authority in hindering or defending against any of these.

**g. Water**

(1) Flood, surface water, waves (including tidal wave and tsunami) tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge).

(2) Mudslide or mudflow.

(3) Water that backs up or overflows or is otherwise discharged from a sewer drain, sump, sump pump or related equipment.

(4) Water under the ground surface pressing on, or flowing or seeping through:

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings; or

(5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam levee, seawall or other boundary or containment system fails in whole or in part, for any reason to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss" we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

(1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or

(2) To the extent that coverage is provided in the Additional Coverage Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Artificially generated electronic, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

(1) Electrical or electronic wire device, appliance system or network; or

(2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electronic, magnetic or electromagnetic energy includes but is not limited to:

(a) Electrical current including arcing;

(b) Electrical charge produced or conducted by a magnetic or electromagnetic field;

(c) Pulse of electromagnetic energy; or

(d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

b. Delay, loss of use or loss of market.

c. Smoke, vapor or gas from agricultural smudging or industrial operations.

d. (1) Wear and tear;

(2) Rust or other corrosion, decay, deterioration, rotting or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Snoop;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions by insects, birds, rodents or other animals;

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator cohesion, we will pay for the loss or damage caused by that elevator cohesion;

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in, or extremes of, temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

c. Explosion of steam boilers, steam pipes, steam engines or steam turbines, owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases, or fuel within the furnace of any fired vessel or within the flue or passages through which the gases of combustion pass.

f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.

g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment, (except fire protective systems) caused by or resulting from freezing, unless:

(1) You do your best to maintain heat in the building or structure; or

(2) You drain the equipment and shut off the supply if the heat is not maintained.

h. Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees, or authorized representatives, whether acting alone or in collusion with each other or with any other party, or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

(1) Applies whether or not an act occurs during your normal hours of operation;

(2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives, but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.

i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property, if in doing so to do so by any fraudulent scheme, trick, device or false pretense.

j. Rain, snow, ice or sleet in personal property if the open.

k. Collapse, including any of the following conditions of property or any part of the property:

(1) An abrupt falling down or caving in;

(2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

(3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion, as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion k. does not apply:

(a) To the extent that coverage is provided under the Additional Coverage, Collapse; or

(b) To collapse caused by one or more of the following:

(1) The "specified causes of loss";

(2) Breakage of building glass.

(iii) Weight of rain that collects on a roof; or

(iv) Weight or people or personal property.

1. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, 1., does not apply to damage to glass caused by chemicals applied to the glass.

m. Neglect or an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

3. We will not pay for loss or damage caused by or resulting from any of the following: 3.a. through 3.e. But if an excluded cause of loss that is listed in 3.a. through 3.e. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

b. Acts or omissions including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance

of part or all of any property on or of the described premises.

**4. Special Exclusions**

The following provisions apply only to the specified Coverage Forms:

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form.

We will not pay for:

(1) Any loss caused by or resulting from:

(a) Damage or destruction, or "finished stock" or

(b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

(2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lower wiring, masts or towers.

(3) Any increase of loss caused by or resulting from:

(a) Delay in rebuilding, repairing or replacing the property, or resuming "operations" due to interference at the location of the rebuilding, repair or replacement, by strikers or other persons; or

(b) Suspension, lapse or cancellation, or any increase, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.



- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration"
- (5) Any other consequential loss

**b. Leasehold Interest Coverage Form**

- (1) Paragraph B.1.a., Ordinance Or Law, does not apply to insurance under this Coverage Form
- (2) We will not pay for any loss caused by:

- (a) Your canceling the lease,
- (b) The suspension, lapse or cancellation of any license or
- (c) Any other consequential loss.

**c. Legal Liability Coverage Form**

- (1) The following exclusions do not apply to insurance under this Coverage Form:

- (a) Paragraph B.1.a. Ordinance Or Law,
- (b) Paragraph B.1.c. Governmental Action,
- (c) Paragraph B.1.d. Nuclear Hazard,
- (d) Paragraph B.1.e. Utility Services and
- (e) Paragraph B.1.f. War And Military Action.

- (2) The following additional exclusions apply to insurance under this Coverage Form:

- (a) Contractual Liability
- We will not defend any claim or "suit," or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:
- (i) Your assumption of liability was executed prior to the accident, and

- (ii) The building is Covered Property under this Coverage Form.

**(b) Nuclear Hazard**

We will not defend any claim or "suit," or pay any damages, loss, expense or obligation resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

**5. Additional Exclusion**

The following provisions apply only to the specified property:

**Loss Or Damage To Products**

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

**C. Limitations**

The following limitations apply to all policy forms and endorsements unless otherwise stated.

1. We will not pay for loss of or damage to property as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
2. Steam boilers, steam pipes, steam engines or steam turbines, caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gas or fuel within the furnace of any fired vessel or within the flue or passages through which the gases of combustion pass.

- b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- c. The interior of any building or structure, or its personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

- (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters, or
- (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.
- However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form, or
- (2) Business Income Coverage or Extra Expense Coverage.

- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

- g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:

- (1) Dampness or dryness of atmosphere or soil supporting the vegetation,
- (2) Changes in or extremes of temperature,
- (3) Disease.

- (4) Frost or hail, or
- (5) Rain, snow, ice or sleet.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

- a. Animals and then only if they are killed or their destruction is made necessary.

- b. Fragile articles such as statuary, marbles, chinaware and porcelain, if broken. This restriction does not apply to:

- (1) Glass, or
- (2) Containers of property held for sale.

- c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

- (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form, or
- (2) To Business Income Coverage or Extra Expense Coverage.

3. The special limit shown for each category a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):

- a. \$2,500 for furs, fur garments and garments trimmed with fur.
- b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, buttons, gold silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c. \$2,500 for patterns, dies, molds and forms.
- d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the limits of insurance applicable to the Covered Property.

Thus, limitation, C.3., does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment, if the damage:

- a. Results in discharge of any substance from an automatic fire protection system, or
- b. Is directly caused by freezing.
- However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

**D. Additional Coverage - Collapse**

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in D.1. through D.7.

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a. Building decay that is hidden from view unless the presence or just decay is known to an insured prior to collapse.

- b. Insect or vermin damage that is hidden from view unless the presence of such damage is known to an insured prior to collapse.

- c. Use of defective material or methods in construction, remodeling, or renovation if the abrupt collapse occurs during the course of the construction, remodeling, or renovation.

- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in 2.a. or 2.b.,
- (2) One or more of the "specified causes of loss"
- (3) Breakage of building glass,
- (4) Weight of people or personal property, or
- (5) Weight of rain that collects on a roof.

3. The Additional Coverage - Collapse does not apply to:

- a. A building or any part of a building that is in danger of falling down or caving in,

- b. A part of a building that is standing even if it has separated from another part of the building, or

- c. A building that is standing or any part of a building that is standing even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers,

- b. Awnings, gutters and downspouts,

- c. Yard fixtures,

- d. Outdoor swimming pools,

- e. Fences,

- f. Piers, wharves and docks,

- g. Beach or diving platforms or apparatuses,

- h. Retaining walls, and

- i. Walks, roadways and other paved surfaces,

- if an abrupt collapse is caused by a cause of loss listed in 2.a. through 2.d., we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form, and

- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is not the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a cause of loss listed in 2.a. through 2.d.,

- b. The personal property which collapsed is inside a building, and

- c. The property which collapses is not of a kind listed in 4., regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in Paragraph 5 does not apply to personal property if meaning and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

7. The Additional Coverage, Collapse, will not increase the limits of insurance provided in this Coverage Part.

8. The term Covered Cause of Loss, includes the Additional Coverage, Collapse, as described and limited in D.1. through D.7.

**E. Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

1. The coverage described in E.2. and E.3. only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning, or

- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this limited coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria,

- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria, and

- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under E.2. of this limited coverage is limited to \$15,000. Regardless of the number of claims this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur in a later policy period.

4. The coverage provided under this limited coverage does not increase the applicable limit of insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more for the total of all loss or damage, than the applicable limit of insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of the Causes Of Loss form or under the Additional Coverage Collapse.

6. The following, 6.a. or 6.b., apply only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.

a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not, in itself, necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria, but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

#### F. Additional Coverage Extensions

##### 1. Property In Transit

This Extension applies only to your personal property to which this form applies.

a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate, while between points in the coverage territory.

b. Loss or damage must be caused by or result from one of the following causes of loss.

(1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion or vandalism.

(2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadside.

(3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition Coverage does not apply in this Extension.

##### 2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

#### 3. Glass

a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or restoring window displays.

This Coverage Extension F.3. does not increase the Limit of Insurance.

#### G. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

2. "Spahothe causes of loss" means the following: fire, lightning, explosion, windstorm, or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

b. Sinkhole collapse means the sudden sinking or collapse of land into underground, empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

(1) The cost of filling sinkholes, or  
(2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

(1) Personal property in the open, or  
(2) The interior of a building or structure or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

#### c. Water damage means:

(1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning, or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam and

(2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the described premises and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But, water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if it wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in a.(1) or c.(2) of this definition of "specified causes of loss", such water is not subject to the provisions of the Water Exclusion, which precludes coverage for surface water or water under the surface of the ground.

#### COMMERCIAL PROPERTY CP 88 04 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### REMOVAL PERMIT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL PROPERTY COVERAGE PART

If Covered Property is removed to a new location, that is added by endorsement to the policy subsequent to its original issue, you may extend this insurance to include that Covered Property at each location, during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of the endorsement; adding the new location after that, this insurance does not apply at the previous location.

#### COMMERCIAL PROPERTY CP 88 44 02 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
CAUSES OF LOSS - BASIC FORM  
CAUSES OF LOSS - BROAD FORM  
CAUSES OF LOSS - SPECIAL FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM  
EXTRA EXPENSE COVERAGE FORM  
COMMON POLICY CONDITIONS

A. The following is added as an Additional Coverage to the CAUSES OF LOSS - BASIC FORM, CAUSES OF LOSS - BROAD FORM, and CAUSES OF LOSS - SPECIAL FORM:

#### Additional Coverage - Equipment Breakdown

1. We will pay for direct physical damage to Covered Property that is caused by an "accident" to "covered equipment".

2. The most we will pay for loss, damage or expense under this endorsement arising from an "accident" is the applicable Limit of Insurance in the Declarations, unless otherwise shown in the Equipment Breakdown Coverage Schedule. Coverage provided under this endorsement does not increase and is not in addition to any other Limit of Insurance.

3. The following coverage also apply to covered losses caused by an "accident". These coverages do not provide additional limits of insurance:

#### a. Expediting Expenses

With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

(1) Make temporary repairs; and  
(2) Expedite permanent repairs or replacement.

Reasonable extra cost shall mean the extra cost of temporary repair and of expediting the repair of such damaged equipment; of the incurred including overtime and the extra cost of express or other rapid means of transportation.

The most we will pay for under this coverage is \$100,000 unless otherwise provided in the policy.

#### b. Hazardous Substances

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". This includes the additional expense to clean up or dispose of such property.

This does not include contamination of "perishable goods" by a refrigerant including ammonia which is addressed in 3.d. below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.

The most we will pay for under this coverage, including any actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$100,000 unless otherwise provided in this policy.

**c. Spoilage**

- (1) We will pay for physical damage to "perishable goods" due to spoilage. The spoilage damage must be due to the lack of or excess of power, light, heat, steam or refrigeration caused by an "accident" to "covered equipment".
- (2) You must own the "perishable goods" or they must be in your care, custody or control and you must be legally liable for them.
- (3) We will also pay any necessary expense you incur to reduce the amount of loss under this coverage. We will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- (4) If you are unable to replace the "perishable goods" before their anticipated sale date, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "accident" less discounts and expense you otherwise would have had. Otherwise, our payment will be determined in accordance with the Valuation condition.

The most we will pay for loss, damage or expense under this coverage is \$100,000 unless otherwise provided in this policy.

**d. Refrigerant Contamination**

We will pay for physical damage to Covered Property due to contamination from the release of a refrigerant, including any related salvage expense.

The most we will pay for loss or damage under this coverage is \$100,000 unless otherwise provided in this policy.

**e. Data Restoration**

We will pay for your reasonable and necessary cost to research, replace and restore lost "data". The most we will pay for loss or expense under this coverage, including any actual loss of Business Income you sustain, and necessary Extra Expense you incur is \$100,000 unless otherwise provided in this policy.

**f. Utility Services**

(1) Insurance provided for Business Income, Extra Expense and Spoilage is extended to apply to your loss, damage or expense caused by an "accident" to equipment that is owned, managed, or controlled by your landlord or landlord's utility, or utility or other supplier with whom you have a contract that directly supplies you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications, services wide area networks or data transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.

(2) Unless otherwise provided in this policy, Utility Services coverage will not apply unless the loss of or disruption of service exceeds 24 hours immediately following the "accident".

(3) The most we will pay for loss, damage or expense under this coverage is the limit that applies to Business Income, Extra Expense or Spoilage, respectively.

**g. Business Income and Extra Expense**

Any insurance provided under this Policy for Business Income or Extra Expense is extended to the coverage provided by this endorsement. However, if a separate Equipment Breakdown deductible is shown in the Policy, then as respect Equipment Breakdown coverage the "period of restoration" will begin immediately after the "accident", and the separate Equipment Breakdown deductible shown in the Policy will apply. The most we will pay for loss of Business Income you sustain, and necessary Extra Expense you incur is the limit that applies to Business Income or Extra Expense unless otherwise provided in this policy.

**4. Exclusions**

For the purposes of this endorsement, all exclusions in the CAUSES OF LOSS - BASIC FORM, CAUSES OF LOSS - BROAD FORM, and CAUSES OF LOSS - SPECIAL FORM apply except as modified below.

**a. The exclusions are modified as follows****(1) The following is added to Paragraph B.1.g Water**

However, if electrical "covered equipment" requires drying out because of Water as described in g.(1) through g.(3) above, we will pay for the direct expense of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

(2) If CAUSES OF LOSS - BASIC FORM or CAUSES OF LOSS - BROAD FORM applies, the following is added to Exclusions B.2:

Deposition, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. But if an "accident" results, we will pay for the resulting loss, damage or expense.

(3) If CAUSES OF LOSS - SPECIAL FORM applies, the last paragraph of B.2.d. Exclusions is deleted and replaced with the following:

But if an excluded cause of loss that is listed in B.2.d. (1) through (7) results in an "accident", we will pay for the loss, damage or expense caused by that "accident".

b. We will not pay under this endorsement for loss, damage or expense caused by or resulting from:

(1) Your failure to use all reasonable means to protect Covered Property from damage following an "accident".

(2) Any defect, programming error, programming limitation, computer virus, malicious code, loss of "data", loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind. But if an "accident" results, we will pay for the resulting loss, damage or expense; or

(3) Any of the following tests:

(a) Hydrostatic, pneumatic, or gas pressure test of any boiler or pressure vessel, or

(b) Electrical insulation, breakdown test of any type on electrical equipment.

c. With respect to Utility Services coverage, we will also not pay for an "accident" caused by or resulting from fire, lightning, windstorm or hail, explosion (except as specifically provided in paragraph 5.a.(3) of this endorsement), smoke, aircraft or vehicles, riot or civil commotion, vandalism, sprinkler leakage, falling objects, weight of snow, ice or sleet, freezing, collapse, flood or earth movement.

d. With respect to Business Income, Extra Expense and Utility Services coverages, we will also not pay for:

(1) Loss caused by your failure to use due diligence and all reasonable means to resume business; or

(2) Any increase in loss resulting from an agreement between you and your customer or supplier.

e. We will not pay for loss, damage or expense caused directly or indirectly by the following whether or not caused by or resulting from an "accident":

Any mold, fungus, mildew or yeast, including any spores or toxins produced by or emanating from such mold, fungus, mildew or yeast. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such mold, fungus, mildew or yeast, spores or toxins. However, this exclusion does not apply to spoilage of persons' property that is "perishable goods" to the extent that spoilage is covered under Spoilage coverage.

f. We will not pay under this endorsement for any loss or damage to animals.

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**5. Definitions**

The following are added to H. Definitions:

a. "Accident" means a fortuitous event that causes direct physical damage to "covered equipment" that requires repair or replacement. The event must be one of the following:

- (1) Mechanical breakdown, including rupture or bursting caused by centrifugal force.
- (2) Artificially generated electrical current, including electric arcing, that damages electrical devices, appliances or wires.
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you or operated under your control.

An "accident" does not include the functioning of any safety or protective device or any other condition, which can be corrected by resetting, tightening, adjusting, cleaning or the performance of maintenance.

**b. "Covered equipment"**

(1) means, unless otherwise provided in this policy, Covered Property:

- (a) That generates, transmits or utilizes energy including electronic communications and data processing equipment; or
- (b) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

(2) None of the following is "covered equipment":

- (a) Structural foundation, cabinet, compartment or air supported structure or building.
- (b) Insulating or refractory materials.
- (c) Sewer piping, underground vessels or piping or piping forming part of a sprinkler system.
- (d) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system.
- (e) "Vehicle" or any equipment mounted on a "vehicle".
- (f) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft.
- (g) Drilling, excavation or construction equipment; or
- (h) Equipment manufactured by you for sale.

c. "Data" means information or instructions stored in digital code capable of being processed by machinery.

d. "Hazardous substance" means any substance that has been declared to be hazardous to health by any governmental agency.

e. "Media" means material on which "data" is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

f. "One accident" means if an initial "accident" causes other "accidents" all will be considered "one accident". All "accidents" at any one premises that manifest themselves at the same time and are the direct result of the same cause will be considered one "accident".

g. "Perishable goods" means personal property maintained under controlled conditions for its preservation and susceptible to loss or damage if the controlled conditions change.

h. For the purposes of this endorsement, "vehicle" means any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes a car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, or harvester. However, any property that is permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle".

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**B. The BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM and CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM are modified as follows:**

The definitions stated above in Paragraph A.5. also apply to section B. of this endorsement:

**1. Deductible**

The deductible in the Declarations applies, unless a separate Equipment Breakdown deductible is shown in the Policy. If a separate Equipment Breakdown deductible is shown, the following applies:

Regarding Equipment Breakdown Coverage only, section D. Deductible is deleted and replaced with the following:

**a. Deductible for Each Coverage**

- (1) Unless the Declarations or Schedule indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one accident".
- (2) We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the Policy. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
- (3) If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident" only the highest deductible for each coverage will apply.

**b. Application of Deductibles****(1) Dollar Deductibles**

We will not pay for loss, damage or expense resulting from any "one accident" until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Policy. We will then pay the amount of loss, damage or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.

**(2) Time Deductible**

If a time deductible is shown in the Policy, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident". If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

**(3) Multiple of Average Daily Value (ADV)**

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income Coverage that is part of this policy, that would have been earned during the period of interruption of business had no "accident" occurred) divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned or in the number of working days because of the "accident" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of the calculation, the period of interruption may not extend beyond the "period of restoration".

The number indicated in the Policy will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

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**(4) Percentage of Loss Deductibles**

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

**2. Conditions**

The following conditions are added to the Conditions in the COMMON POLICY CONDITIONS and to section F, Additional Conditions in the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM, CONDOMINIUM COMMERCIAL UNIT OWNERS COVERAGE FORM.

**a. Suspension:**

Whenever "covered equipment" is found to be in or exposed to a dangerous condition, any of our representatives may immediately suspend coverage under this endorsement for that "covered equipment". This can be done by mailing or delivering a written notice of suspension to:

- (1) Your last known address, or
- (2) The address where the "covered equipment" is located.

Once suspended, your insurance can only be reinstated by an endorsement for that "covered equipment". If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective on the date in which our notice is mailed or delivered to you, even if we have not yet made or offered a refund.

**b. Jurisdictional Inspections**

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf.

**c. Environmental, Safety and Efficiency Improvements**

If "covered equipment" requires replacement due to an "accident", we will pay your additional cost to replace it with equipment that is better for the environment, safer or more efficient than the equipment being replaced. However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**IDENTITY THEFT ADMINISTRATIVE SERVICES AND EXPENSE COVERAGE**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

The following is added to paragraph A.4. Additional Coverages:

**IDENTITY THEFT ADMINISTRATIVE SERVICES AND EXPENSE COVERAGE**

We will provide "Identity Theft Administrative Services" and will reimburse up to \$25,000 for "Identity Theft Expenses" incurred by an "identity theft insured" as a direct result of any one "identity theft" in the "coverage territory" if all of the following requirements are met:

1. The personal identity of an "identity theft insured" under this policy was the subject of an "identity theft", and
2. Such "identity theft" is first discovered by the "identity theft insured" during the policy period for which this Identity Theft Expense Coverage is applicable; and
3. Such "identity theft" is reported to us as soon as practicable, but in no event later than 60 days after it is first discovered by the "identity theft insured"; and
4. The "identity theft insured" reports the "identity theft" in writing to the appropriate law enforcement agency.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others, against an "identity theft insured" is considered to be one "identity theft" even if a series of acts continues into a subsequent policy period.

**LIMITS**

Regardless of the number of claims or "identity theft insureds", the most we will pay in the aggregate for all "identity theft expenses" resulting from "identity theft" discovered during the policy period is \$25,000.

1. The \$25,000 Identity Theft Expense Limit shall be reduced by the amount of any payment made by us under the terms of this insurance. If the Identity Theft Expense Limit of insurance is exhausted, we will have no further liability to pay for loss which may be discovered during the remainder of the policy period.
2. Any recovery made by us after settlement of a loss covered by this insurance shall not be used to increase or restate the limit of insurance.
3. "Identity Theft Incident: Administrative Services" is provided up to 12 consecutive months after service begins.
4. "Identity Theft Administrative Services" do not reduce the "Identity Theft" limit.

This "Identity Theft Administrative Services" and "Identity Theft Expense" Coverage is additional insurance.

**EXCLUSIONS**

The following exclusions are added to the applicable Cause of Loss Form shown on the Declarations.

We do not provide "Identity Theft Administrative Services" or cover "identity theft expenses":

1. Incurred as the result of "identity theft" due to any fraudulent, dishonest, or criminal act by you, your partners, employees, members, "executive officers", managers, directors, or trustees or by any authorized representative of yours, whether acting alone or in collusion with others. In the event of any such act, no "identity theft insured" is entitled to "identity theft expenses" even if "identity theft insured" who did not commit or conspire to commit the act causing the "identity theft".

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2. Arising out of "identity theft" committed by or with knowledge of any relative or former relative of the "identity theft insured".
3. Arising out of an "identity theft" first discovered by the "identity theft insured" prior to the policy period or after the policy period, even if the "identity theft" began or continued during the policy period.
4. Arising out of an "identity theft" that is not reported to us within 60 days after it is first discovered by the "identity theft insured".

**DEDUCTIBLE**

1. There is no deductible applicable to the "Identity Theft Administrative Services".
2. We will not pay for "identity theft expenses" resulting from an "identity theft" unless the amount exceeds \$250. We will then pay the amount of "identity theft expenses" in excess of the Deductible Amount up to the Limit of Insurance. Each "identity theft insured" shall be subject to only one deductible during any one policy period.

**CONDITIONS**

The following additional conditions are added for "Identity Theft Administrative Services" and Expense Coverage:

1. The coverage provided under this endorsement will be based on any other insurance covering the same loss or damage, whether you can collect on it or not. But we will not pay any more than the Identity Theft Expense Limit of Insurance applicable to the coverage.
2. Reimbursement for "Identity Theft Expense" will be made to the "identity theft insured".
3. "Identity Theft Administrative Services" will provide instructions on:
  - a. How to respond to a potential "identity theft";
  - b. How to submit a request for "Identity Theft Administrative Services" and
  - c. Information needed for reimbursement of "Identity Theft Expenses".

We may provide "Identity Theft Administrative Services" prior to a final determination of "identity theft". However, if we determine there was not an "identity theft", these services will end and we will not have a right or duty to continue these services. Offering "Identity Theft Administrative Services" does not indicate an admission of liability under this policy.

4. Identity Theft Administrative Services. The following apply with respect to "Identity Theft Administrative Services":
  - a. Services will depend on the cooperation, permissions and assistance provided by the "identity theft insured".
  - b. There is no warranty or guarantee that "identity theft" insurer will end and it will not prevent future "identity theft" incidents, and
  - c. All services may not be offered or applicable to all "identity theft insureds". For example, minors may not have credit reports available to be monitored.

**DEFINITIONS**

1. "Coverage Territory" means:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.
2. "Executive officers" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
3. "Identity theft" means the act of knowingly transferring or using without lawful authority a means of identification of an "identity theft insured" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law. "Identity theft" does not include the fraudulent use of a business name, title or any other method of identifying a business activity.

4. "Identity Theft Expenses" means the following reasonable and necessary items incurred as a result of "identity theft":
  - a. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions, or similar credit grantor, or credit agencies;
  - b. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions, or similar credit grantor;
  - c. Costs for obtaining credit reports;
  - d. Charges incurred for long distance telephone calls to merchant vendors, suppliers, customers, law enforcement agencies, financial institutions, or similar credit grantor, or credit agencies in report or discuss an actual "identity theft";
  - e. Application fees for re-applying for a loan, or loans when the original application is rejected solely because the lender received incorrect credit information as a result of a covered "identity theft";
  - f. Lost income resulting from time taken off from work to complete fraud affidavits, meet with or talk to law enforcement agencies, credit agencies and/or legal counsel up to a maximum of \$250 per day. Total payment for loss of income is not to exceed \$3,000 per "identity theft insured" and is included within the "identity theft expense" and aggregate limits;
  - g. Attorney fees to:
    - i. Defend lawsuit brought against an "identity theft insured" by merchant vendors, suppliers, financial institutions or their collection agencies;
    - ii. Remove any criminal or civil judgments wrongly entered against an "identity theft insured"; and
    - iii. Challenge the accuracy or completeness of any information in a consumer credit report;
  - h. Advertising expenses to restore the reputation of your business after an "identity theft insured" has been the victim of "identity theft". Total payment for advertising expenses is not to exceed \$5,000 per "identity theft insured" and is included within the "identity theft expense" and aggregate limits.
5. "Identity Theft Administrative Services" means one or more individuals assigned by us to the "identity theft insured" to assist with the communication, needed to re-establish the integrity of the "identity theft insured's" identity including with the "identity theft insured's" permission and cooperation written and telephone communication with law enforcement authorities, government agencies, credit agencies and individual creditors and businesses.
6. "Identity Theft Insured" means the following if you are designated in the Declarations as:
  - a. An individual or sole proprietorship, you and your spouse are insureds;
  - b. A partnership, or joint venture, your members, your partners, and their spouses are insureds;
  - c. A limited liability company, your members are insureds;
  - d. An organization, other than a partnership, joint venture, or limited liability company, your "executive officers" and directors are insureds. Your stockholders are not "identity theft insureds".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CUSTOM PROTECTOR™ PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM

The following is a summary of increased limits of insurance and additional coverages provided by this endorsement. This endorsement is subject to the provisions of your policy which means that it is subject to all limitations and conditions applicable to the Coverage Part, Coverage Form or Causes of Loss Form unless specifically deleted, replaced or modified herein. This endorsement is applicable only to those locations described in the Declarations.

Coverage for loss of Business Income or Extra Expense, whether provided by this endorsement or elsewhere, does not apply if a loss is covered only as a result of this endorsement.

If coverage is provided elsewhere in this policy for the same loss or damage as the coverage provided under this endorsement, the coverage under this endorsement will apply excess over that other coverage unless otherwise stated. We will not pay more than the actual amount of the covered loss or damage.

Coverage Description	Limit of Insurance	Section
Accounts Receivable, Valuable Papers and Electronic Data Blanket Limit of Insurance - On Premises	\$ 200,000 Blanket	A.10.
Off Premises		
Valuable Papers	\$ 10,000	A.10.
Accounts Receivable	\$ 10,000	A.10.
Electronic Data	\$ 10,000	A.10.
Additional Covered Property	Included	A.2.
Apartment Structures		
Buildings	\$ 50,000	A.16.u.
Business Personal Property	\$ 5,000	A.16.u.
Back-up of Sewers or Drains	\$ 25,000	F.
Broadened Premises	Included	A.1.
Business Income	\$ 25,000	A.16.a.
Business Income - Newly Acquired Locations	\$ 250,000	A.16.a.
Business Income - Utility Services - Time Element	\$ 25,000	A.16.i.
Business Personal Property - Seasonal Increase	33%	A.16.v.
*Cellular Phones - Coverage	\$ 1,000	A.16.i.
Computer Equipment	\$ 50,000	A.16.h.
Consequential Loss	Included	A.16.i.
Debris Removal	\$ 50,000	A.6.
Employee Dishonesty	\$ 50,000	A.11.h.
Employee Tools Coverage	\$ 25,000	A.16.w.
Extra Expense	\$ 25,000	A.16.j.
Fine Arts	\$ 25,000	A.16.k.
Fire Department Service Charge	\$ 25,000	A.6.
Fire Protective Devices	\$ 25,000	A.16.i.
Forgery or Alteration	\$ 50,000	A.11.k.
Foundations	Included	A.5.
Inventory and Appraisal Expense Coverage	\$ 10,000	A.11.g.
Lock Replacement	\$ 10,000	A.16.o.

Coverage Description	Limit of Insurance	Section
Loss of Refrigeration	\$ 25,000	A.16.m.
Lost Key Coverage	\$ 10,000	A.11.j.
Money and Securities		
Inside the Premises	\$ 25,000	A.16.p.
Outside the Premises	\$ 25,000	A.16.p.
Money Orders and Counterfeit Money	\$ 25,000	A.11.i.
Newly Acquired or Constructed Property	180 days	A.12.
Buildings	\$ 1,000,000	A.12.
Business Personal Property	\$ 500,000	A.12.
Off-Premises Services Interruption	\$ 25,000	A.16.q.
Ordinance or Law	A - Incl in Building Limit B & C - 25% of the Building Limit subject to \$200,000	A.11.l.
Outdoor Property	\$ 25,000	A.15.
Personal Effects and Property of Others	\$ 15,000	A.13.
Pollutant Clean Up and Removal	\$ 50,000	A.9.
Preservation of Property	90 days	A.7.
Property Off-Premises (Including while in Transit)	\$ 50,000	A.14.
Real Property of Others Required by Contract	\$ 25,000	A.4.
Reward (Not available in New York)	\$ 25,000	A.16.h.
Signs	\$ 25,000	B.
Special Deductible Provision	Included	C.
Undamaged Improvements & Betterments	Included	A.3. & D.1.
Waiver of Coinsurance on losses \$10,000 or less	Included	E.

A. The following changes apply to Section A, COVERAGE of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM and the CONDOMINIUM ASSOCIATION COVERAGE FORM:

## 1. Broadened Premises

The within 100 feet of the described premises description stated in Paragraph A.1.a.(5)(b), Building, Paragraph A.1.b., Your Business Personal Property, Paragraph A.1.c.(2), Personal Property of Others and Paragraph A.5., Coverage Extensions is deleted and replaced by within 1000 feet of the described locations.

## 2. Additional Covered Property

The following are added to item a, Building of Paragraph 1, Covered Property.

Bridges, roadways, walks, patios or other paved surfaces Retaining walls (except retaining walls used to contain water) that are not part of a building.

Item d, is deleted from paragraph 2, Property Not Covered.

Item f, of paragraph 2, Property Not Covered is deleted and replaced by the following:

i. Retaining walls used to contain water.

## 2. Undamaged Improvements And Betterments

(This coverage does not apply to the CONDOMINIUM ASSOCIATION COVERAGE FORM.)

The following is added to paragraph A.1.b Your Business Personal Property:

## (B) Undamaged Improvements and Betterments

(a) Improvements and betterments coverage includes the portion of improvements and betterments not damaged in a covered loss.

(b) We will pay for the portion of undamaged improvements and betterments only if a minimum of six months is required to repair or rebuild the building for your occupancy, and only when your lease is cancelled.

(i) By the lessor.

(ii) By a valid condition of your lease and

(iii) Due to direct physical loss or damage by a Covered Cause of Loss to property at the location(s) stated in the Declaration.

## 4. Real Property Of Others Required By Contract

The following is added to item b, Your Business Personal Property of Paragraph 1, Covered Property of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM as subparagraph (B) and to the CONDOMINIUM ASSOCIATION COVERAGE FORM as subparagraph (4):

Real Property including, but not limited to building, doors and windows, which are your responsibility to insure under any contract.

The most we will pay for loss or damage to covered property is \$25,000 in any one occurrence.

## 5. Foundations

Item g, is deleted in its entirety from Paragraph 2, Property Not Covered.

## 6. Debris Removal

Paragraph A.4.a.(4) is deleted and replaced by the following:

(4) We will pay up to an additional \$50,000 for debris removal expense, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$50,000.

## 7. Paragraph A.4. Additional Coverage is amended as follows:

## b. Preservation of Property

The 30 day limitation in paragraph A.4.b.(2) is increased to 90 days.

## 8. Fire Department Service Charge

Item c, Fire Department Service Charge of Paragraph 4, Additional Coverages is deleted and replaced by the following:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 in any one occurrence for your liability for fire department service charges. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, regardless of the number or type of services performed.

This Additional coverage applies to your fire department service charges:

(1) Assumed by contract or agreement prior to loss or

(2) Required by local ordinance.

No deductible applies to this Additional Coverage.

## 9. Pollutant Clean Up And Removal

Item d, Pollutant Clean Up And Removal of Paragraph 4, Additional Coverages, the last paragraph is amended as follows:

The most we will pay under this Additional Coverage is \$50,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

## 10. Accounts Receivable, Valuable Papers And Electronic Data:

The following is added to Paragraph 5, Coverage Extensions:

## h. Accounts Receivable

We will pay:

(1) All amounts due from your customers that you are unable to collect:

(2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts.

(3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage, and

(4) Other reasonable expenses that you incur to re-establish your records of accounts receivable.

that result from a Covered Cause of Loss to your records of accounts receivable.

The limits of insurance as respects the following Additional Coverages And Coverage Extensions:

Electronic Data, Valuable Papers and Records (Other Than Electronic Data);

are deleted and included in the following blanket limit:

Accounts Receivable, Valuable Papers And Electronic Data Blanket Limit of Insurance

The most we will pay for loss or damage as respects the following Additional Coverages or Coverage Extensions is \$200,000 in total for each described location in any one occurrence.

Accounts Receivable

Valuable Papers and Records.

Electronic Data

However, as respects to Valuable Papers and Records or Accounts Receivable at a location not described in the Declarations the most we will pay is \$10,000 respectively in any one occurrence.

The most we will pay for Electronic Data of a premise not described in the Declarations, or in transit, is \$10,000 in any one policy year, regardless of the number of occurrences of loss or damage or computer systems involved. Under this Extension electronic data has the meaning described in the BUILDING AND PERSONAL PROPERTY COVERAGE FORM and the CONDOMINIUM ASSOCIATION COVERAGE FORM under Property Not Covered - Electronic Data.

## 11. The following are added to paragraph A.4. Additional Coverages.

## g. Inventory And Appraisal Expense Coverage

We will pay up to \$10,000 in any one occurrence, for incurred inventory and appraisal costs, and expenses for preparation of loss data due to loss or damage as a result of a Covered Cause of Loss to covered property. We will only pay if the costs are reasonable and necessary to establish the amount of the loss. Attorney or public adjuster fees are not covered costs under this section.

## h. Employee Dishonesty

(1) We will pay for direct loss of or damage to business personal property, including money and securities, resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

(a) Cause you to sustain loss or damage; and

(b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:

(i) Any employee; or

(ii) Any other person or organization.

(2) We will not pay for loss or damage:

(a) Resulting from any dishonest or criminal act that you or any of your partners commit, whether acting alone or in collusion with other persons; or

(b) The only proof of which as to its existence or amount is dependent upon:

(i) An inventory computation; or

(ii) A profit and loss computation.

(3) The most we will pay for loss or damage in any one occurrence is \$50,000.

(4) All loss or damage.

- (a) Caused by one or more persons, or  
(b) Involving a single act or series of related acts:  
is considered one occurrence.
- (5) If any loss is covered:
- (a) Partly by this insurance; and  
(b) Partly by any prior canceled or terminated insurance that we or any affiliate has issued to you or any predecessor in interest.
- The most we will pay is the larger amount recoverable under this insurance or the prior insurance.
- (6) We will pay for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no limit of insurance cumulates from year to year or period to period.
- (7) This Additional Coverage does not apply to the dishonest act of any employee that occurs after the discovery by:
- (a) You; or  
(b) Any of your partners, officers, directors or trustees not in collusion with the employee of any dishonest act committed by that employee whether before or after becoming employed by you.
- (8) We will pay only for covered loss or damage discovered no later than one year from the end of the Policy Period.
- (9) If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage provided:
- (a) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and  
(b) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- (10) The insurance under paragraph (9) above is part of, not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
- (a) This Additional Coverage as of its effective date; or  
(b) The prior insurance that it remained in effect.
- Coverage provided under this Additional Coverage is subject to a Deductible equal to the Property Deductible shown in the Declarations.
- "Employee" means:
- (1) Any natural person:  
(a) While in your service and for 30 days after termination of service; and  
(b) Whom you compensate directly by salary wages or commissions; and  
(c) Whom you have the right to direct and control while performing services for you; or  
(2) Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the premises.
- But "employee" does not mean any:
- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or  
(2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

- i. Money Orders And Counterfeit Money
- We will pay for your loss when you accept in good faith:
- (1) Any money order in exchange for goods or services if the money order is not paid when presented to the issuer; or  
(2) Counterfeit U.S. or Canadian paper money in the regular course of business.
- The most we will pay under this additional coverage is \$25,000 in any one occurrence.
- j. Lost Key Coverage
- We will pay for consequential loss to keys and locks if a master key or grand master key is lost or damaged resulting from a Covered Cause of Loss. We will pay for the actual cost to replace keys adjustment of locks to accept new keys or if required, new locks, including the cost of their installation.
- The most we will pay for loss or damage under this coverage is \$10,000 in any one occurrence.
- k. Forgery Or Alteration
- (1) We will pay for loss resulting directly from forgery or alteration of any check, draft, promissory note, bill of exchange or similar written promise of payment in "money" that you or your agent has issued, or that was issued by someone who impersonates you or your agent. We will pay for loss you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no limit of insurance cumulates from year to year or period to period.
- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money" on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- (3) For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act and will be treated the same as the original it replaced.
- (4) We will not pay for loss resulting from any dishonest or criminal acts committed by you or any of your partners, employees, managers, members, officers, directors or trustees whether acting alone or in collusion with others.
- (5) The most we will pay for all loss, including legal expenses under this Additional Coverage is \$50,000.
- "Money" means:
- (1) Currency coins and bank notes in current use and having a face value; and  
(2) Travelers checks, register checks and money orders held for sale to the public.
- l. Ordinances Or Law
- (1) If a Covered Cause of Loss occurs to covered Building property, we will pay:
- (a) For the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:  
(i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;  
(ii) Regulates the construction or repair of buildings or establishes zoning or land use requirements at a described location; and  
(iii) Is in force at the time of loss;  
(b) The cost to demolish and clear the site of undamaged parts of the property caused by the enforcement of building zoning or land use ordinance or law.
- The COINSURANCE Additional Condition does not apply to this demolition cost coverage.
- (c) The increased cost to:
- (i) Repair or reconstruct damaged portions of that Building property; and/or  
(ii) Reconstruct or remodel undamaged portions of that Building property whether or not demolition is required.

When the increased cost is a consequence of enforcement of building zoning or land use ordinance or law.

However:

- (i) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.
- The COINSURANCE Additional Condition does not apply to this increased cost of construction coverage.
- (2) We will not pay the increased costs of construction under this coverage:
- (a) Until the property is actually repaired or replaced at the same or another location; and  
(b) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- (3) We will not pay under this coverage for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clear up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of "pollutants".
- (4) The most we will pay under this coverage in any one occurrence is:
- (a) Coverage I.(1)(a), above is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. The loss in value of the undamaged portion of the building does not increase the Limit of Insurance;  
(b) For coverage I.(1)(b), and (c) above the lesser of:  
(i) 25% of the Limit of Insurance shown in the Declarations for Building Coverage; or  
(ii) \$200,000.
- (5) We will not pay for loss due to any ordinance or law that:
- (a) You were required to comply with before the loss even if the building was undamaged; and  
(b) You failed to comply with.

## 12. Newly Acquired Or Constructed Property

Item a. Newly Acquired Or Constructed Property of Paragraph 5. Coverage Extensions is deleted and replaced by the following:

### (1) Buildings

If the policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built at the described location(s); and  
(b) Buildings you acquire away from the described location(s), intended for:  
(i) Similar use as the building described in the Declarations; or  
(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at any one location.

### (2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or

(ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$500,000 at any one location.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or  
(ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

### (3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following occurs:

- (a) This policy expires;  
(b) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or  
(c) You report values to us.
- We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

## 13. Personal Effects And Property Of Others

Item b. Personal Effects And Property Of Others of Paragraph 5. Coverage Extensions, the last paragraph, is amended as follows:

The most we will pay for loss or damage under this Extension is \$15,000 in any one occurrence. Our payment for loss of or damage to personal property of others (including property of others held by you on consignment) will only be for the amount of the owner of the property. Except as provided by Employee Tools Additional Coverage extension, this coverage does not apply to tools or equipment used in your business.

## 14. Property Off-Premises

Item d. Property Off-Premises of Paragraph 5. Coverage Extensions is deleted and replaced by the following:

(1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described location(s). If it is:

- (a) Temporarily at a location you do not own, lease or operate;  
(b) In storage at a location you lease provided the lease was executed after the beginning of the current policy term; or  
(c) At any fair, trade show or exhibition.

This Extension applies only if loss or damage is caused by a Covered Cause of Loss. The extension does not apply to loss to property covered under the Wholesaleers Custom Protector Endorsement, Manufacturers Custom Protector Endorsement, or Food Processors Custom Protector Endorsement.

(2) You may extend the insurance provided by this Coverage Form to apply to your personal property in a vehicle or in transit more than 1,000 feet from the described location(s) while:

- (a) In or on a vehicle you own, rent or lease;  
(b) In the custody of a carrier for hire; or  
(c) In the custody of an air or rail carrier within the coverage territory.



The reference to Property Not Covered in A.2.1. for Property while airborne or waterborne does not apply to this Coverage Extension. However, there is no coverage under this Extension for shipments of any exported or imported property that originate or terminate outside of the United States of America, its territories and possessions, Canada, and Puerto Rico.

There is no coverage under this Extension for:

- (a) Fine arts, antiques, fur garments, jewelry, precious or semiprecious stones, gold, silver, platinum, or other precious metals or alloys; or
- (b) Mail shipments in the custody of the U.S. Postal Service.

- (3) The most we will pay for loss or damage under this Extension is \$50,000.

#### 15. Outdoor Property

Item 6. Outdoor Property of Paragraph 5. Coverage Extensions is deleted and replaced by the following.

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, lighting, lighting standards, radio and television antennas, satellite dish, signs (other than signs attached to buildings), playground equipment, scoreboards, trees, shrubs and plants (other than "stock" of trees, shrubs or plants or part of a vegetated roof) including debris removal expense caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$1,000 for any one tree, shrub, or plant. These limits apply to any one occurrence, regardless of the types or numbers of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described location the debris of trees, shrubs and plants which are property of others except in the situation in which you are a tenant and such property is owned by the landlord of the described location.

#### 16. The following are added to Paragraph 5. Coverage Extensions:

##### h. Reward (Not available in New York)

We will pay on behalf of the insured up to \$25,000 for information which leads to an arson or theft conviction in connection with a fire loss covered under this Coverage Form. Regardless of the number of persons involved in providing information, our liability under this Coverage Extension will not be increased.

##### i. "Cellular" Phones

The most we will pay for loss or damage to "Cellular" Phones is \$1,000 in any one calendar year.

With regard to this provision "Cellular" Phone is defined as any cellular phone that is:

- (1) Permanently installed in a vehicle by other than the manufacturer of the vehicle; or
- (2) Not permanently installed in a vehicle.

##### j. Extra Expense

We will pay the actual and necessary Extra Expense you incur due to direct physical loss of or damage to the property at the location(s) described in the Declarations including personal property in the open or in a vehicle within 1,000 feet of such location, caused by or resulting from any Covered Cause of Loss.

If you are a tenant, your location is the portion of the building which you rent, lease or occupy, including:

- (1) All routes within the building to gain access to the described location; and
- (2) Your personal property in the open (or in a vehicle) within 1,000 feet of the described location.

The following definitions are added as respects this Coverage Extension:

- (1) Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage:

- (a) To avoid or minimize the suspension of business and to continue "operations"
- (i) At the described location(s); or

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- (II) At replacement location(s) or at temporary locations.

Including relocation expenses or costs to equip and operate the replacement or temporary locations.

- (b) To minimize the suspension of business if you cannot continue "operations"

- (c) (i) To repair or replace any property; or

- (ii) To research, replace or restore the lost information on damaged valuable papers and records.

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.

- (2) "Operations" means the type of your business activities occurring at the described location(s).

- (3) "Period of Restoration" means the period of time that:

- (a) Begins with the date of direct physical loss or damage caused by or resulting from a Covered Cause of Loss at the described location(s); and

- (b) Ends on the earlier of:

- (i) The date when the property at the described location(s) should be repaired, rebuilt or replaced with reasonable speed and similar quality; or

- (ii) The date when business is resumed at a new permanent location.

"Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or

- (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"

The expiration date of this policy will not cut short the "period of restoration"

The most we will pay for loss under this Extension is \$25,000 in any one occurrence.

##### k. Fine Arts

You may extend the insurance that applies to your Business Personal Property to apply to your fine arts and fine arts owned by others that are in your care, custody or control.

This Extension does not apply to loss or damage caused by or resulting from:

- (1) While fine arts are at any fair or on exhibition.
- (2) Any repairing, restoration or retouching process.
- (3) Insects, birds, rodents or other animals.
- (4) Wear and tear.
- (5) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself.
- (6) Breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles. But we will pay for loss or damage caused directly by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, explosion, vandalism, or by accident to the vehicle carrying the property.

The most we will pay for loss or damage under this Extension is \$25,000 in any one occurrence.

##### l. Fire Protective Devices

You may extend the insurance provided by this Coverage Form to apply to recharging or refilling of your fire protective devices that are permanently installed in buildings at the described location(s) when such devices have been discharged by accident or after being used in fighting a fire. This Extension does not apply to periodic recharge or refilling.

The most we will pay under this Extension is \$25,000 for each separate 12-month period of this policy.

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#### m. Loss of Refrigeration

You may extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to property owned by you and used in your business or owned by others and in your care, custody or control, contained in any refrigeration or cooling apparatus or equipment resulting from:

- (1) The fluctuation or total interruption of electrical power either at or away from the described location(s) due to conditions beyond your control; or
- (2) Mechanical failure of any refrigerator or cooling apparatus or equipment at the described location(s).

The most we will pay for loss or damage under this Extension is \$25,000 in any one occurrence.

#### n. Computer Equipment

You may extend the insurance that applies to your Business Personal Property to apply to loss or damage to "computer equipment" owned by you or similar property of others in your care, custody or control for which you are legally liable caused by a Covered Cause of Loss.

You may extend the insurance that applies to your Business Personal Property to apply to loss or damage to "laptop/portable computers" owned by you and in your care, custody and control or in the care, custody or control of your employee.

##### (1) Property Not Covered

We will not cover the following kinds of property under this Extension:

- (a) Property which you rent or lease to others.
- (b) Software or other electronic data.
- (c) Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts, program documentation or other documents.
- (d) "Computer equipment" held for sale by you.
- (e) "Computer equipment" of others on which you are performing repairs or work.
- (f) "Computer equipment" or that is part of any:
  - (i) Production or processing equipment (such as CAD, CAM or CNC machines)
  - (ii) Equipment used to maintain or service your building (such as heating, ventilating, cooling, or alarm systems); or
  - (iii) Communication equipment (such as telephone systems).

- (g) Property that is covered under another coverage form of this or any other policy in which such property is more specifically described except for the excess of the amount due (whether you can collect on it or not) from that other insurance.

##### (2) Property in Transit

We will pay for your "computer equipment" or "laptop/portable computer" while in transit:

##### (3) Loss Payment will be determined as follows

"Computer equipment" or "laptop/portable computers"

We will pay the lesser of the following amounts:

- (a) The cost of reasonably restoring that property to its condition immediately before the loss or damage; or
- (b) The cost of replacing that property with identical property of like kind and quality and used for the same purpose.

However, when repair or replacement with identical property is not possible, we will pay the cost to replace that property with property of the kind and quality capable of performing the same functions.

If not repaired or replaced, the property will be valued at its actual cash value.

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"Computer equipment" means a network of electronic machine components capable of accepting information processing it according to instructions and producing the results in a desired form.

"Laptop/portable computers" means "computer equipment" and accessories that are designed to function with it that can easily be carried and is designed to be used at more than one location.

The most we will pay for loss or damage to "computer equipment" and "laptop/portable computers" under this Extension is \$50,000 in any one occurrence.

##### o. Lock Replacement

You may extend the insurance provided by this Coverage Form to apply to replacement of locks necessitated by theft or Covered Property or theft of keys from the described location(s).

The most we will pay for loss under this Coverage Extension is \$10,000 in any one occurrence.

##### p. Money And Securities

(1) You may extend the insurance that applies to Business Personal Property to apply to loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partner, or any employer having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:

- (a) Theft, meaning any act of stealing.
- (b) Disappearance, or
- (c) Destruction.

- (2) In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:

- (a) Resulting from accounting or arithmetical errors or omissions.
- (b) Due to the giving or surrendering of property in any exchange or purchase; or
- (c) Of property contained in any money-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

- (3) The most we will pay for loss in any one occurrence is:

- (a) \$25,000 for Inside the Premises, for "money" and "securities" while:
  - (i) In or on the described premises; or
  - (ii) Within a bank or savings institution; and
- (b) \$25,000 for Outside the Premises for "money" and "securities" while anywhere else.

- (4) All loss:

- (a) Caused by one or more persons; or
- (b) Involving a single act or series of related acts is considered one occurrence.

- (5) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

- (6) "Money" means:

- (a) Currency, coins and bank notes in current use and having a face value, and
- (b) Traveler's checks, register checks and money orders held for sale to the public.

- (7) "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- (a) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unissued value in a meter) in current use; and
- (b) Evidences of debt issued in connection with credit or charge cards which cards are not issued by you but does not include "money"

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**q. Off-Premises Services Interruption**

You may extend the insurance provided by this Coverage Form to apply to loss of or damage to Covered Property caused by an interruption in utility service to the described location. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the following property away from the described location:

**(1) Water Supply Services**, meaning the following types of property supplying water to the described location:

- (a) Pumping stations and
- (b) Water mains

**(2) Communication Supply Services**, meaning property supplying communication services including telephone, radio, microwave or television services to the described location, such as:

- (a) Communication transmission lines including optic fiber transmission lines
- (b) Coaxial cables, and
- (c) Microwave radio relays except satellites

Coverage does not include above ground communication lines.

**(3) Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described location:

- (a) Utility generating plants
- (b) Switching stations
- (c) Substations
- (d) Transformers and
- (e) Transmission lines

Coverage does not include above ground transmission or distribution lines.

This Extension does not apply to loss of or damage to property owned by you and used in your business or owned by others and in your care, custody or control contained in any refrigeration or cooling apparatus or equipment, resulting from:

- (a) The fluctuation or total interruption of electrical power either on or off the described location due to conditions beyond your control; or
- (b) Mechanical failure of any refrigeration or cooling apparatus or equipment.

The most we will pay under this Extension is \$25,000 in any one occurrence.

**r. Consequential Loss And Personal Property Of Others**

The following is added to the Loss Payment provisions of Part E, Property Loss Conditions:

If a Covered Cause of Loss occurs to covered stock and/or Personal Property of Others, we will pay any reduction in value of the remaining undamaged parts of covered stock including loss or damage resulting from confusion of personal property of others caused by a Covered Cause of Loss.

Payment for any reduction in value in stock is included within the applicable Limit of Insurance.

**s. Business Income**

We will pay up to \$25,000 for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration." The suspension must be caused by direct physical loss or damage to your covered Building or Business Personal Property at locations that are described in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss.

If you are a tenant, your location is the portion of the building which you rent, lease or occupy including:

- (1) All routes within the building to gain access to the described location; and

- (2) Your personal property in the open (or in a vehicle) within 100 feet of the described location.

The COINSURANCE Addendum Condition does not apply as respects this Coverage Extension. We will also pay up to \$250,000 in any one occurrence for the actual loss of Business Income you sustain due to the necessary suspension of your operations during the period of restoration caused by direct physical loss or damage to any location you acquire, other than fairs or exhibitions insurance under this Coverage Extension for each newly acquired location will end when any of the following first occurs:

- (1) This policy expires,
- (2) 180 days expire after you acquire or begin to construct the property, or
- (3) You report values to us.

The following definitions are added as respects this Coverage Extension:

- (1) Business Income means the:
  - (a) Net income (net profit or loss before income taxes) that would have been earned or incurred; and
  - (b) Continuing normal operating expenses incurred including payroll.
- (2) "Operations" means the type of your business activities occurring at the described location(s).
- (3) "Period of Restoration" means the period of time that:
  - (a) Begins 72 hours after the time of direct physical loss or damage to Business Income coverage caused by or resulting from a Covered Cause of Loss at the described location(s); and
  - (b) Ends on the earlier of:
    - (i) The date when the property at the described location(s) should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (ii) The date when business is resumed at a new permanent location.

"Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (a) Regulates the construction, use or repair; or requires the tearing down of any property; or
- (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration."

**t. Business Income - Utility Services - Time Element**

We will pay up to \$25,000 in any one occurrence for the actual loss of Business Income you sustain at the described location caused by an interruption in utility service to the described location. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the following types of property located outside of a covered building described in the Declarations. This Coverage Extension begins 72 hours after such direct physical loss or damage:

- (1) **Water Supply Services**, meaning the following types of property supplying water to the described location:
  - (a) Pumping stations, and
  - (b) Water mains
- (2) **Communication Supply Services**, meaning property supplying communication services including telephone, radio, microwave or television services to the described location, such as:
  - (a) Communication transmission lines including optic fiber transmission lines

- (b) Coaxial cables, and
- (c) Microwave radio relays except satellites

Coverage does not include above ground communication lines.

**(3) Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described location:

- (a) Utility generating plants
- (b) Switching stations
- (c) Substations
- (d) Transformers and
- (e) Transmission lines

Coverage does not include above ground transmission or distribution lines.

**u. Appurtenant Structures**

You may extend the insurance that applies to building to apply to your storage buildings, your garages, and your other appurtenant structures except outdoor fixtures at the described location(s). The most we will pay for Building loss or damage under this Extension is \$50,000 in any one occurrence.

You may extend the insurance that applies to Business Personal Property to apply to such property in your storage buildings, your garages and your other appurtenant structures at the described location(s). The most we will pay for Business Personal Property loss or damage under this Extension is \$5,000 in any one occurrence.

**v. Business Personal Property Limit Seasonal Increase**

The Limit of Insurance for Business Personal Property will automatically increase by 33% to provide for seasonal variations. This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 90% of your average monthly value during the season of:

- (1) The 12-month period immediately preceding the date the loss or damage occurs; or
- (2) The period of time you have been in business as of the date loss occurs.

**w. Employee Tools Coverage**

You may extend the insurance that applies to your Business Personal Property to apply to loss or damage by a Covered Cause of Loss to tools owned by your employees while used in your business or when in your building.

However, we will not pay for a loss that is caused by or results from theft or attempted theft of employee tools unless such loss occurs:

- (1) In a building and there is visible evidence of forcible entry to or exit from that building; or
- (2) From a locked vehicle and there is visible evidence of forcible entry.

The value of Employee Tools will be determined at actual cash value as of the time of loss or damage.

The most we will pay with respect to employee tools is \$25,000 in any one occurrence.

Coverage provided under this Coverage Extension is subject to a Deductible equal to the Property Deductible shown in the Declarations.

**B. The second paragraph of Section C, LIMITS OF INSURANCE of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM and the CONDOMINIUM ASSOCIATION COVERAGE FORM is deleted and replaced by the following:****Signs**

The most we will pay for loss or damage to outdoor signs is \$25,000 per sign in any one occurrence.

**C. The following is added to Section D, DEDUCTIBLE of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM and the CONDOMINIUM ASSOCIATION COVERAGE FORM:****Special Deductible Provision**

We will deduct from any loss or damage under the Coverage Extensions in any one occurrence the Deductible shown in the Declarations, or \$500, whichever is less.

This deductible applies to all Coverage Extensions, except to:

- a. Newly Acquired or Constructed Property and
- e. Outdoor Property

**i. "Cellular Phone" coverage has a \$50 per occurrence deductible**

This deductible will be used to satisfy the requirements of the deductible in the Declarations but it will not increase the deductible shown in the Declarations.

**D. The following changes apply to Section E, Loss Conditions, of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:****1. The following is added to Paragraph E.7, Valuation:**

Undamaged Tenants' Improvements and Betterments:

We will determine the value for Undamaged Tenants' Improvements and Betterments as included in section A.3. of this endorsement as follows:

- (a) The cost to repair or replace on the same or another site if you make repairs promptly.
- (b) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
  - (i) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
  - (ii) Divide the amount determined in (i) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

**E. Coinsurance**

Section F, ADDITIONAL CONDITIONS, Paragraph 1, Coinsurance of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM and the CONDOMINIUM ASSOCIATION COVERAGE FORM applies only when the total loss or damage to all Covered Property in any one occurrence is greater than \$10,000.

**F. Back-Up Of Sewers Or Drains**

Paragraph B.1.g.(3) Water of the CAUSES OR LOSS SPECIAL FORM is deleted and replaced by the following:

- (3) Except as provided under the Back-Up of Sewers or Drains Additional Coverage Extension, water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump, or related equipment.

The following is added to Section F, Additional Coverage Extensions of the CAUSES OF LOSS SPECIAL FORM:

**4. Back-Up Of Sewers Or Drains**

We cover direct physical loss or damage caused by water:

- a. Which backs up into a building or structure through sewers or drains which are directly connected to a sanitary sewer or septic system; or
- b. Which enters into and overflows from within a sump, pump, sump pump well or other type of system designed to remove subsurface water which is drained from the foundation area.

This coverage does not apply if the loss or damage is caused by your negligence.

The most we will pay for loss or damage under this Coverage Extension is \$25,000 in any one occurrence.

If the DISCHARGE FROM SEWER, DRAIN OR SUMP (NOT FLOOD-RELATED) endorsement is attached to and made a part of this policy, the provisions of this Coverage Extension are superseded for any location to which the aforementioned endorsement applies.

All other terms and conditions remain unchanged.

COMMERCIAL PROPERTY  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL PROPERTY COVERAGE PART

A. The exclusion set forth in Paragraph B, applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

B. We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

#### Cyber Incident, meaning

1. Unauthorized access to or use of any computer system or computer software (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon, or introduced into any computer system or computer software (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or computer software (including electronic data) or otherwise disrupt their normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system or computer software (including electronic data) or otherwise disrupts their normal functioning or operation.

#### C. Exceptions And Limitations

##### 1. Fire Or Explosion

If a cyber incident, as described in Paragraphs B.1, through B.3, of this exclusion results in fire or explosion, we will pay for the direct physical loss or damage caused by that fire or explosion.

##### 2. Additional Coverages and Coverage Extension

The exclusion in Paragraph B, does not apply to the Additional Coverages and Coverage Extension listed below, when a part of this policy:

- a. Additional Coverage - Electronic Data,
- b. Additional Coverage - Interruption Of Computer Operations;
- c. Additional Coverage - Computer Fraud, or
- d. Coverage Extension - Computer Virus And Hacking Coverage

##### D. Vandalism

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Causes of Loss - Basic, Broad or Special Forms and if applicable to the premises described in the Declarations:

Vandalism does not include a cyber incident as described in Paragraph B.

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E. The terms of the exclusion in Paragraph B, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

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### COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

#### A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels the refund may be less than pro rata. The cancellation will be effective over if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of the policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### D. INSPECTIONS AND SURVEYS

1. We have the right to:
  - a. Make inspections and surveys at any time.
  - b. Give you reports on the conditions we find and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful, or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1, and 2, of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2, of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

#### F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

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If you die, your rights and duties under this policy will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

## 1. The insurance does not apply

A. Under any Liability Coverage, to "bodily injury" or "property damage".

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors or would be on insured under any such policy but for its termination upon exhaustion of its limit of liability or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof or (b) the "insured" is, or had this policy not been issued would be entitled to indemnity from the United States of America, or any agency thereof under any agreement entered into by the United States of America or any agency thereof with any person or organization

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material" if

(1) The "nuclear material" (a) is a; any "nuclear facility" owned by or operated by or on behalf of an "insured" or (b) has been discharged or dispersed therefrom

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured" or

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(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America its term limits of possession or Canada its term of possession or Canada its term of possession (3) applies only to "property damage" to such "nuclear facility" and any property thereat

## 2. As used in this endorsement:

"Hazardous properties" includes radioactive toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material"

"Source material" "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

"Spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a "nuclear reactor"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility"

"Nuclear facility" means

(a) Any "nuclear reactor"

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel" or (3) handling, processing or packaging "waste"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 235 or any combination thereof, or more than 250 grams of uranium 235

(d) Any structure, basin, excavator, premises or place prepared or used for the storage or disposal of "waste"

and includes the site on which any of the foregoing is located all operations conducted on such site and all premises used to such operations

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission, is a self-supporting critical reaction or to contain a critical mass of fissionable material

"Property damage" includes all forms of radioactive contamination of property

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OHIO CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued the Cancellation Condition Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy only for one or more of the following reasons except as provided in Paragraph 6, below:

- Nonpayment of premium;
- Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder;
- Discovery of a material hazard or willful or reckless acts or omissions or your part which increases any hazard insured against;
- The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk at writing the contract;

e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of or substantial decrease in the applicable reinsurance, or to obtain replacement coverage

f. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations, or

g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public

3. We will mail written notice of cancellation to the first Named Insured, and agent if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.

4. We will mail the notice of cancellation at least:

- 10 days before the effective date of cancellation, if we cancel for nonpayment of premium, or
- 30 days before the effective date of cancellation, if we cancel for a reason stated in 2.b. through 2.g. above.

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5. The notice of cancellation will:
- State the effective date of cancellation. The policy period will end on that date.
  - Contain the date of the notice and the policy number, and will state the reason for cancellation.
6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.
7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
8. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

**NONRENEWAL**

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured, and agent if any, at the last mailing address known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.

2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.
- C. Common Policy Conditions
- Paragraph A.2.a. of the Businessowners Common Policy Conditions is deleted.
  - Paragraph E.2. of the Cancellation Common Policy Condition in the Standard Property Policy is deleted. Paragraph E.2. is replaced by the following (unless item A. of this endorsement applies):  
We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:  
    - 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
    - 30 days before the effective date if we cancel for any other reason.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARIZONA CHANGES -  
CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. The following is added to the Cancellation Common Policy Condition (and applies except in situations where B., below, applies):
7. Cancellation Of Policies In Effect For 60 Days Or More

If this Policy has been in effect for 60 days or more, or if this Policy is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- Nonpayment of premium.
- Your conviction of a crime arising out of acts increasing the hazard insured against.
- Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Policy, or continuing this Policy or in presenting a claim under this Policy.
- Substantial change in the risk assumed except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract.
- Substantial breach of contractual duties or conditions.

- f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers.

g. Determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state or would jeopardize our solvency or

- h. Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this Policy based on one or more of the above reasons, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured and mail to the agent, if any, written notice of cancellation stating the reason(s) for cancellation. We will mail this notice to the last mailing address known to us at least:

- 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- 45 days before the effective date of cancellation if we cancel for any of the other reasons.

- B. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property - Farm Dwellings, Apurtenant Structures And Household Personal Property Coverage Form provides coverage for:

- Real property which is used predominantly for residential purposes and consists of one through four dwelling units and/or
  - Personal property (except business or farm personal property) of a person residing in such real property.
- the following provisions apply (instead of those provided in item A. above) with respect to cancellation of such coverage:

If this Policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- Nonpayment of premium.
- Your conviction of a crime arising out of acts increasing the hazard insured against.
- Acts or omissions by you or your representative constituting fraud or material misrepresentation in obtaining the Policy, continuing the Policy or presenting a claim under the Policy.
- Discovery of grossly negligent acts or omissions by you substantially increasing any of the hazards insured against.
- Substantial change in the risk assumed by us since the Policy was issued except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract.
- A determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state; or
- Your failure to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this Policy based on one or more of these reasons, we will mail written notice of cancellation, stating the reason(s) for cancellation, to the first Named Insured. We will mail this notice to the last mailing address known to us at least:

- 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- 30 days before the effective date of cancellation if we cancel for any of the other reasons.

C. The following is added and supersedes any provision to the contrary (and applies except in situations where D., below, applies):

**Nonrenewal**

- If we elect not to renew this Policy, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing address known to us at least 45 days prior to the expiration of this Policy.
- If notice is mailed, proof of mailing will be sufficient proof of notice.
- If either one of the following occurs, we are not required to provide written notice of nonrenewal:
  - We or a company within the same insurance group has offered to issue a renewal policy; or
  - You have obtained replacement coverage or agreed in writing to do so.
- If written notice of nonrenewal is mailed less than 45 days prior to expiration of this Policy, and neither 3.a. nor 3.b. applies, the coverage shall remain in effect until 45 days after the notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date of this Policy shall be considered pro rata based upon the previous year's rate.

D. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property - Farm Dwellings, Apurtenant Structures And Household Personal Property Coverage Form provides coverage for:

- Real property which is used predominantly for residential purposes and consists of one through four dwelling units and/or

2. Personal property (except business or farm personal property) of a person residing in such real property.

the following provisions apply (instead of those provided in item C. above) with respect to nonrenewal of such coverage:

- If we elect not to renew, we will mail written notice of nonrenewal stating the reason(s) for nonrenewal, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least 30 days before the end of the policy period. Proof of mailing will be sufficient proof of notice.
- If either one of the following occurs, we are not required to provide notice of nonrenewal:
  - You have agreed to nonrenewal; or
  - You have accepted replacement coverage.
- If our nonrenewal is based on the condition of the premises, you will be given 30 days' notice to remedy the identified conditions. If the identified conditions are not remedied to our satisfaction, you will be given an additional 30 days, upon payment of premium to correct the defective conditions.

- E. The following condition is added:
- Renewal**

1. If we elect to renew this Policy and the renewal is subject to any of the following:

- Increase in premium.
  - Change in deductible;
  - Reduction in limits of insurance; or
  - Substantial reduction in coverage.
- we will mail or deliver written notice of the change(s) to the first Named Insured at the last mailing address known to us, at least 30 days before the anniversary or expiration date of the Policy.

2. If renewal is subject to any condition described in 1.a. through 1.d. above, and we fail to provide notice 30 days before the anniversary or expiration date of this Policy the following procedures apply:

- The present policy will remain in effect until the earlier of the following:
  - 30 days after the date of mailing or delivery of the notice; or
  - The effective date of replacement coverage obtained by the first Named Insured.
- If the first Named Insured elects not to renew, any earned premium to the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:
  - The rates applicable to the terminated policy; or
  - The rates presently in effect.
- If the first Named Insured accepts the renewal the premium increase, if any, and other changes are effective the day following this Policy's anniversary or expiration date.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
STANDARD PROPERTY POLICY

- A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes, concurrently or in any sequence to the loss ("loss") or damage:
- The failure, malfunction or inadequacy of:
    - Any of the following, whether belonging to any insured or to others:
      - (1) Computer hardware, including microprocessors.
      - (2) Computer application software.
      - (3) Computer operating systems and related software.
      - (4) Computer networks.
      - (5) Microprocessors (computer chips) not part of any computer system, or
      - (6) Any other computerized or electronic equipment or components.
    - Any other products and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.b. of this endorsement.

due to the inability to correctly recognize process, distinguish, interpret, or assign one or more dates or times. An example is the inability of computer software to recognize the year 2000.

- Any device consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, modify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.
- If an excluded Cause of Loss as described in Paragraph A. of this endorsement results:
  - In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy, or
  - Under the Commercial Property Coverage Part:
    - In a "Specified Cause of Loss", or in an elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form, or
    - In a Covered Cause of Loss under the Causes of Loss - Basic Form or the Causes of Loss - Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss" elevator collision or Covered Cause of Loss.
- We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

**A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insured deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

**B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion or the inapplicability or omission of a terrorism exclusion do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion, or the War And Military Action Exclusion.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

**SCHEDULE**

The Exception Covering Certain Fire Losses (Paragraph D) applies to property located in the following state(s) if covered under the indicated Coverage Form, Coverage Part or Policy:

**State(s)**

California, Connecticut, Georgia, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

**Coverage Form, Coverage Part or Policy**

Commercial Property Coverage Part

Commercial Inland Marine Coverage Part

California, Connecticut, Georgia, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin.

Information required to complete this Schedule if not shown above will be shown in the Declarations.

**A. Applicability Of The Provisions Of This Endorsement**

- The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

- The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or

- A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

- Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
- Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

- Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

- If the provisions of this endorsement become applicable, such provisions:

- Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and
- Remain applicable unless we notify you of changes in these provisions, in response to federal law.

- If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

- The following definition is added and applies under this endorsement: wherever the term "terrorism" is enclosed in quotation marks:

"Terrorism" means activities against persons, organizations or property of any nature:

- That involve the following, or preparation for the following:
  - Use of threat, or force or violence; or
  - Commission or threat of a dangerous act; or
  - Commission or threat of or act that interferes with or disrupts an electronic communication information or mechanical system; and

- When one or both of the following applies:

- The effect is to intimidate or coerce a government or the civilian population or any segment thereof or to disrupt any segment of the economy; or
- It appears that the intent is to intimidate or coerce a government or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**C. The following exclusion is added****EXCLUSION OF TERRORISM**

We will not pay for loss or damage caused directly or indirectly by "terrorism" including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded, regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material or through the use of a nuclear weapon or device that involves, or produces, a nuclear reaction, nuclear radiation or radioactive contamination; or
- Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

**D. Exception Covering Certain Fire Losses**

The following exception to the Exclusion of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement:

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If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms or to the Legal Liability Coverage Form or the Household Interest Coverage Form.

#### E. Application Of Other Exclusions

1. When the Exclusion Of Terrorism applies in accordance with the terms of C.1. or C.2., such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. The terms and limitations of any terrorism exclusion or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the Common Policy Conditions and supersedes any provisions to the contrary:

#### NONRENEWAL

1. If we elect not to renew this policy, we will mail written notice of nonrenewal to the first Named Insured and agent, if any, at the last mailing addresses known to us. The notice will contain the date of the notice and the policy number, and will state the expiration date of the policy.
2. We will mail the notice of nonrenewal at least 30 days before the expiration date of the policy.
3. Proof of mailing will be sufficient proof of notice.

#### C. Common Policy Conditions

The provisions of IL 00 17 Common Policy Conditions, that are not in conflict with this endorsement, also apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### OHIO CHANGES - CANCELLATION AND NONRENEWAL

##### (CUSTOM PROTECTOR)

This endorsement modifies insurance provided under the following:

#### EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM PROPERTY FLOATER COVERAGE FORM

- A. With respect to a policy which has been in effect for more than 90 days, or is a renewal of a policy we issued, the Cancellation Common Policy Condition is replaced by the following:
1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
  2. We may cancel this policy only for one or more of the following reasons, except as provided in Paragraph 6, below:
    - a. Nonpayment of premium.
    - b. Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted thereunder.
    - c. Discovery of a moral hazard or willful or reckless acts or omissions on your part which increases any hazard insured against.
    - d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the insurer could reasonably have foreseen the change or contemplated the risk in writing the contract.
    - e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the Superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage.
    - f. Failure of an insured to correct material violations of safety codes or to comply with reasonable written loss control recommendations.
    - g. A determination by the Superintendent of Insurance that the continuation of the policy would create a condition that would be hazardous to the policyholders or the public.
  3. We will mail written notice of cancellation to the first Named Insured and agent, if any, at the last mailing addresses known to us. Proof of mailing will be sufficient proof of notice.
  4. We will mail the notice of cancellation at least:
    - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of premium, or
    - b. 30 days before the effective date of cancellation, if we cancel for a reason stated in 2.b through 2.g. above.
  5. The notice of cancellation will:
    - a. State the effective date of cancellation. The policy period will end on that date.
    - b. Contain the date of this notice and the policy number, and will state the reason for cancellation.
  6. Policies written for a term of more than one year or on a continuous basis may be cancelled by us for any reason at an anniversary date, upon 30 days' written notice of cancellation.

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IL 88 54 11 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

#### BUSINESSOWNERS' COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART CRIME AND FIDELITY COVERAGE PART FARM COVERAGE PART

The following is added to any provision which uses the term "actual cash value" as it pertains to direct loss or damage to covered property by a Covered Cause of Loss or covered peril:  
Actual Cash Value is the amount it would cost to repair or replace on the date of loss with material of like kind and quality with reasonable deduction for physical depreciation and obsolescence but in no event more than the fair market value.

Unless otherwise provided by this policy, we may deduct expense depreciation. Expense depreciation is defined as depreciation, including but not limited to the cost of goods, materials, overhead and profit, and services necessary to replace, repair or rebuild damaged property. If expense depreciation is applied to loss for damaged property, we shall provide a written explanation as to how the expense depreciation was calculated.

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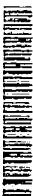
This endorsement changes  
the policy.  
--PLEASE READ THIS CAREFULLY--

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# AMENDATORY ENDORSEMENT OHIO

Under Loss Payment, Your Losses, Conditions For Payment, Or Loss is deleted and replaced by the following:

**Conditions For Payment Of Loss** - An insured loss will be payable within ten days after a satisfactory proof of loss is received if the amount of the loss is undisputed and the settlement does not involve extraordinary circumstances. If the amount of the loss is in dispute, an insured loss will be payable ten days after the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us". or:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OHIO CHANGES PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONDOMINIUM ASSOCIATION DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM  
EMPLOYEE BENEFITS COVERAGE FORM  
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PASTORAL PROFESSIONAL LIABILITY COVERAGE  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

### A. LIABILITY COVERAGE is changed by adding the following exclusion:

Regardless of any other provision of this policy, this policy does not apply to "punitive or exemplary damages" including fines, penalties or attorney's fees awarded against an "insured" as a result of "punitive or exemplary damages". However, if a suit is brought against an "insured" arising out of a claim which alleges both compensatory and "punitive or exemplary damages" we will defend the entire suit with the understanding that we pay only the compensatory damages.

### B. ADDITIONAL DEFINITION:

"Punitive or exemplary damages" include damages which are awarded to punish or deter wrongful conduct. For example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensation damages for "bodily injury" or "property damage".

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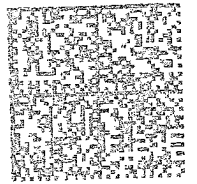
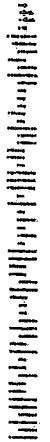
OLIVIA C. PARKINSON  
CLERK OF COURTS  
1 COURTHOUSE SQUARE  
2<sup>ND</sup> FLOOR  
NEWARK, OH 43055

USPS CERTIFIED MAIL



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2022 CV 00910/ 4214623  
OHIO SECURITY INSURANCE  
COMPANY  
C/O CORPORATION SERVICE  
COMPANY, STATUTORY AGENT  
3366 RIVERSIDE DRIVE  
COLUMBUS OH 43221



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